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The Solicitors' Journal.

LONDON, MAY 7, 1864.

A SCENE PERFECTLY UNPRECEDENTED in the annals of Parliament, took place on the 28th April, before the committee upon the Belfast Town Improvement Bill. It appears that in the years 1853 and 1854, the Belfast town council exceeded their statutory powers in reference to the expenditure authorised to be laid out in the improvement of the town, and that an information was thereupon filed against them in the High Court of Chancery in Ireland, at the relation of one John Rea, a solicitor in Belfast, the amount of whose practice, whatever it had previously been, seems thenceforth to have been practically *nil*, as his whole time appears to have been taken up with the conduct of this suit, and the proceedings which have arisen therefrom. In this suit Mr. Rea succeeded to the extent of obtaining a decree from the Irish Master of the Rolls, which was affirmed by Lord Chancellor Brady, to the effect that the "special respondents," as they were called (*i. e.*, the individual members of the corporation who had been parties to the breach of trust), should replace a large sum of money (we believe £150,000) which had been expended in excess of their powers. As, however, it was undeniable that every farthing of the money had been actually laid out in the improvement of the town for the benefit of the public, the persons on whom this liability was thrown applied, in 1858, to Parliament for a bill of indemnity. This bill was rejected by the select committee to whom it was referred, in consequence, it is said, of the influence which Mr. Rea had, somehow or other, acquired over Mr. E. P. Bouverie, the chairman of that committee. However that may be, three things are certain—1, that the preamble was declared not proved; 2, that Mr. Bouverie exerted all his influence to bring about this result; and 3, that Mr. Rea was the fiercest of the opponents of the measure. The bill having thus failed, Lord Derby's Government appointed a royal commission to go down to Belfast, and investigate the merits of the question, and, in consequence of their report, a bill was introduced into Parliament in 1859, but stopped by the dissolution of that Parliament. After this, Mr. Cardwell, then Chief Secretary for Ireland, caused Messrs. Bryden & Wyatt, the well-known parliamentary agents, to be appointed arbitrators between the parties; their award, however, being expressly made subject to his sanction. The arbitrators, assisted by Mr. J. Duke Coleridge, Q.C., as assessor, sat on various occasions during a period of four years, and, after a most patient and protracted inquiry, in the course of which Mr. Rea resorted to every conceivable expedient to embarrass and delay the proceedings, they finally made their award, which, with some modifications, was confirmed by Mr. Cardwell in the spring of this year.

It appearing, however, that this award could not be carried into effect without the sanction of Parliament, the present bill was introduced with that object. Various persons appeared in opposition to the bill, and amongst them Mr. John Rea, who conducted his opposition in person.

Some idea of Mr. Rea's style of conducting the case may be gathered from the fact that, when the committee met on the 28th of April for their eleventh sitting, the cross-examination of the fourth witness was not quite concluded, Mr. Rea having taken a much longer time over the cross-examination of *each* witness than had been occupied by the promoters and all the other opponents of the bill put together, in the examination and cross-examination of all four. During the whole ten days Mr. Rea was engaged in constant disputes with the committee, whose intimations he persistently disregarded, whom he repeatedly insulted, and from whom he perpetually threatened to appeal to the House: and the committee, with a patience most extraordinary in a non-judicial tribunal, wearied themselves in unavailing endeavours to keep Mr. Rea within moderate bounds, as well as to the relevancy of the topics introduced, as to the language which he thought fit to apply to his antagonists. On the eleventh day, however, their patience was at length exhausted, and they determined to bear with Mr. Rea no longer. We give the rest of the scene in the words of an eye-witness:*—

The Chairman—Clear the room.

Mr. Rea left with the general crowd, but before the door was finally closed he returned, and protested against the committee coming to any decision without hearing him.

The doors were then closed, and the committee remained in consultation for an hour and twenty minutes. The speaker's counsel was sent for, and joined in their deliberations.

The doors were again opened at twenty minutes to two o'clock, and the rush of people into the room was so great that it was immediately filled. A large number of members of Parliament, besides those upon the committee, were present.

Mr. Rea—I again request to be heard.

The Chairman—Mr. Rea, we have nothing to argue, and you cannot be heard. The committee have unanimously resolved that Mr. Rea, having disregarded the repeated warnings that have been addressed to him, and having also conducted himself in a manner offensive and contemptuous towards the committee, they decline to hear him further. They are willing, however, to hear any other person duly authorised by the persons on whose behalf Mr. Rea has appeared.

Mr. Rea—Then, sir, with the greatest respect to the committee, in pursuance of my duty as a subject of her Majesty, I decline to withdraw.

The Chairman—The committee decline to hear you.

Mr. Rea—With the greatest possible respect and reverence for the laws which this committee are bound to obey——

A Member—Order, order.

The Chairman—The committee have announced their decision, and cannot allow you to be heard.

Mr. Rea—And I have announced my reply. I decline to obey the order, as unwittingly unjust.

Mr. Salisbury (one of the counsel for the promoters)—I think it is due to the committee to suggest that, if the learned gentleman perseveres in the course he has now adopted, you ought to order him out of the room.

Mr. Rea—I am willing to retract any observation that you may consider offensive to the committee.

Mr. Austin (counsel for the opponents)—I ask you very seriously and respectfully——

The Chairman—The committee have already decided.

Mr. Rea—I will not yield the rights of the whole country.

Mr. Rea—My learned friends have all arranged to retire from the proceedings altogether if you don't hear me.

Mr. Austin—I would now ask——

Mr. Rea—I must ask the particulars of my offence to be specified, as I am condemned without a hearing, in order to show that I have committed no offence, undertaking at the same time to apologise if the committee differ from me.

The people were at this time leaving the room as rapidly as they could, but Mr. Rea still remained standing in his accustomed place at the counsel's table. All the other legal gentlemen engaged in the case had left.

The Chairman—Clear the room.

Mr. Rea—I believe I am bound——

The Chairman—Let the officer of the House clear the room.

Mr. Rea—I mean to go out last.

A constable came in to clear the room, and

Mr. Waterhouse (one of the committee) said—Let the constable do his duty, and remove Mr. Rea.

Mr. Rea—You have no right to order the constable to do anything. You must order the Serjeant-at-Arms to do it; and if the Serjeant-at-Arms touches me I will go out at once. I must be touched *pro formâ* for the purpose of bringing the matter before the House.

The Chairman—You have already heard the decision of the

* Belfast Newsletter, Saturday, April 30.

committee. If you go on in this course you must be removed from the room.

Mr. Rea—You have no power to remove me, with great respect. You have power to commit me for contempt. If I yield a voluntary obedience, I waive my right to say that the order is illegal. With great respect, I will not leave the room until touched by the Serjeant-at-Arms.

Mr. Rea then advanced to the centre of the counsel's table, and, putting his arms behind him, caught the rails which separates it from the portion of the room allotted to the general public. Three constables came in, and one of them said—Mr. Rea, I have got orders from the sergeant to take you out of the room, and I must take you.

The Chairman—Let Mr. Rea be removed from the room.

Mr. Rea (struggling in the hands of the police)—Do all the committee sanction that order, for if so I am entitled to bring an action against them individually.

The Chairman—The committee have unanimously decided that you shall leave the room.

Mr. Rea (holding on firmly by the rail, while the constables for a time vainly endeavoured to disengage his arms)—You have no right to order a constable to remove me. I will not leave. I must insist on an officer of the House executing the order. The police are not officers of the House. Will you direct the Serjeant-at-Arms to do it?

The Chairman—It is a matter of police and a matter of police only.

Mr. Rea (to the police)—I'll not leave the room. With great respect, I will bring an action against every member of the committee for exceeding his jurisdiction. I will not leave the room in the custody of officers who have no right to arrest me. I require only a formal arrest by the Serjeant-at-Arms.

A Constable—Come, no nonsense. We are only doing our duty.

Mr. Rea—I know you are only doing your duty. I will not bring an action against you, but I will use you as witnesses.

After a frightful struggle, during which the greatest confusion and consternation prevailed, the three constables succeeded in making Mr. Rea relinquish his hold on the rail. They dragged him towards the narrow open space by which counsel enter to their seats, and, owing to the determined resistance he offered, they had much difficulty in getting him through it. When almost through Mr. Rea caught the rail with his legs, and fell upon the floor, the constables still holding him and endeavouring to drag him out. While they were freeing his legs, he exclaimed—I will not submit to an illegal arrest. I will go with the Serjeant-at-Arms instantly.

A Constable—Come out quietly.

Mr. Rea—I won't go with you. I won't go out on an informal arrest.

Ultimately, and with much trouble, the constables succeeded in partly dragging and partly carrying Mr. Rea out of the room into the lobby; and then he stood up voluntarily, and conversed with the constables in a tolerably easy and unconcerned manner. After this scene, unprecedented in the history of committees, the doors of the room were closed for a few minutes. When they were once more opened, Mr. Rea attempted to force his way in, but was prevented by the police.

We understand that one of the police had his wrist broken in the fray. What may be the effect of this proceeding on the fate of the bill, it is impossible to conjecture, but we hope it may, at least, convince Mr. Bouverie of the fatal character of his mistake, if it be true that he permitted himself to do a serious, if not irreparable, injury to a flourishing town by his somewhat over-hasty confidence in the extravagant representations of a man whom we find described in a highly respectable and disinterested contemporary * as "the person notorious for his strange freaks in the meetings of the corporation of the town that is cursed with him;" albeit his name still appears upon the roll of an honourable profession.

WE DO NOT KNOW under whose advice the Government have committed themselves to the appalling principle of unconstitutional tyrrany, which has only not been resisted because it has been so easy of evasion, and which, *proh pudor!* found defenders on Monday night in the House of Commons, in the persons of the Chancellor of the Exchequer and the Attorney-General. We need hardly inform our readers that we allude to the debate on Mr. Malins' proposed amendment to the Customs and Inland Revenue Bill, which will be found in our Parliamentary news. Fortunately, in the particular case, the executive was unable to enforce its illegal resolve; because, so soon as the Court of Exchequer had determined that a settlement impressed with an *ad valorem* stamp which covered the present value of the policy settled at the date of the settlement was sufficiently stamped, all that an intending settlor had to do, notwithstanding the persistent and illegal refusal of the authorities at Somerset House to act on that decision, was, to have a proper stamp affixed to the parchment intended to contain his settlement *before engrossment*, confident that any attempt to vitiate the deed for want of a sufficient stamp must fail.

But although the arbitrary conduct of the revenue authorities, because innocuous in practice, has passed unchallenged, it is not the less a matter to be deplored that the principle involved therein should be openly defended by persons entrusted with administrative functions of a high order; and, bad as the principle involved is, the defence, that the law officers of the Crown had disagreed with the decision, is still worse. It is a principle of the most obvious and commonplace character, that the judgment of any court of record, having jurisdiction over the case, is as binding, until reversed, as if it had been pronounced by the highest court of appeal; and although a man who was advised that his counsel thought the decision wrong, might think himself, in such a case, more warranted in litigating the same question again, *with a view to an appeal*, than he would had the appellate court already expressed their opinion on the matter, that would not, in the slighest, justify or palliate the conduct of anyone who openly refused to bow to its authority. But, grossly illegal as this would be in a private individual; oppressive as it would be felt to be if a landlord who had been beaten on a disputed point of law by one tenant, should, acting on the opinion of counsel selected by himself, compel every other tenant on his estate to litigate the same question over and over again, in the hope that he might at last find *some* judge on his side, and thus throw the onus of an appeal on the weaker party; it is worse than illegal, it is worse than oppressive, it is tyranous, when the parties to the suit are Crown and subject. As we read the speech of the Chancellor of the Exchequer (which will be found in our parliamentary columns) our thoughts involuntarily reverted to the memorable declaration of James II., that, say what they might, he *would have* twelve judges who agreed with him on the question of dispensing power.

That from the Chancellor of the Exchequer we should meet with "splendid fallacies," is perhaps but what might have been expected; but we had hoped for better things from the Attorney-General, who, be it however recollected, had the grace to repudiate any personal responsibility for the advice. We are ready to admit that the first law officer of the Crown must occasionally find it difficult to resist the trammel of party, but we should be slow to believe that any party or other influence could *often* lead Sir Roundell Palmer to forget that he is not merely an eloquent Government advocate, or to overlook what is due to his character as a profound lawyer and constitutional statesman.

THE CASE FOR THE RESPONDENT (the Hon. Mrs. Theresa Longworth or Yelverton) in the *cause célèbre* of Yelverton *v.* Yelverton, was deposited on Thursday, April 28, in the House of Lords. It is understood that the case will be upon the paper for hearing on Thursday, the 5th of May. The counsel engaged for the appellant (Major Yelverton) are—Mr. Rolt, Q.C., Mr. Anderson, Q.C., Sir Hugh Cairns, Q.C., and Mr. John Millar, advocate; Messrs. Sang & Adam, S.S.C.

* Scotsman, April 29.

of Edinburgh, and Tippitts & Son, of London, solicitors. The counsel for Mrs. Yelverton are—the Lord Advocate of Scotland (Right Hon. James Moncrieff), the Attorney-General for England (Sir Roundell Palmer), the Queen's Advocate for England (Sir Robert Phillimore), the Right Hon. James Whiteside, Q.C., of the Irish bar, and Mr. J. Campbell Smith, of the Scotch bar. Solicitors—Mr. James Somerville, of Edinburgh, and Messrs. Simson, Trail, & Wakeford, of Westminster.

THE BILL OF INDICTMENT in *The Queen* v. *Rumball* (the case of the *Rappahannock*) was preferred before the grand jury of the county of Middlesex on Wednesday, May 4, when they found the same a true bill. The case will be tried at the bar of the Court of Queen's Bench. This is, we believe, the first instance of a trial at bar since the prosecutions for sedition at the commencement of the century.

THE CASE OF YOUNG *v.* FERNIE, of which we had hoped to have given some account in last week's number, is not yet concluded. Sir Fitzroy Kelly finished his address on Wednesday, and yesterday Mr. Grove commenced his reply.

THE TUSCALOOSA.

The questions of international and *quasi*-international law which arise from time to time, during and in consequence of the present war in America, are such as must at once, from their importance and their novelty, necessarily arrest the attention and interest of every lawyer to whom his profession is a *profession* and not merely a *business*. For not only are the possible immediate results of right or wrong action, in each individual case, of the gravest character, not only is the value of each case as a precedent, to be used for or against us for all time to come, great in proportion to its rarity, but the region of international law is one wherein certain definite principles, neither numerous nor complicated, are more logically pursued to their legitimate results, and less obscured or modified by arbitrary rules imposed by Court or Legislature, than any other system of law with which we have to deal. Here, therefore, we find more of a science, less of an art; more broad principles, fewer technical rules; more force in analogy, less reliance on authority; and, therefore, more both of interest and pleasure, than in any other department of jurisprudence.

These considerations have led us to devote to-day a larger portion of our space than the occasion would at first sight appear to warrant to the details of the debate which took place last week in the House of Commons on the questions involved in the case of the ship whose name stands at the head of this article. It is much to be regretted, indeed, that this debate was permitted to partake so much of the mere party character, and by degenerating into a mere trial of strength between the different sides of the House, to lose much of the value, in a juridical point of view, which might have been expected from it. It is, indeed, one of the misfortunes attendant on the highest legal positions, that the duties of the advocate pursue the hon. member into the Senate-House, and that, therefore, we cannot hope, on any great question, to learn the opinions of Attorneys or Solicitors-General, or of those who have held such offices and are still acknowledgedly expectants thereof whenever the wheel of Fortune shall again reverse the position of parties; but it is disappointing, if not humiliating, to find that in a great debate on a dry question of jurisprudence, in which no less than ten barristers, eight of whom are of her Majesty's Counsel, took part, the course of every speech delivered was directed by the political bias of the speaker, so that, where we might naturally have turned to look for a valuable collection of *responsa prudentûm*, we find but a series of ingenious arguments delivered by the hon. and learned gentlemen "from their briefs." To the one side, it is but an occasion to attack the Government, to the other, but an onslaught which must, *coute qui coute*, be repelled. Now, with the question, whether, under all the circumstances of this case, her Majesty's Government acted with prudence or wisdom in this matter, we have nothing whatever to do in these columns; but the two grave questions of public law, which were bandied about on both sides of the House of Commons, as mere weapons of attack and defence, with great forensic ability no doubt, but with the temper more of the advocate than of the jurist, are of the highest concern to us.

We propose, therefore, to consider shortly, first, has the commander of a belligerent ship of war the right to issue commissions to persons placed by him in command of prizes, so as to convert these prizes, *in the eyes of neutral powers*, into vessels of war, before the legality of the capture has been determined by a lawful court of prize? and, secondly, what are the rights of a neutral nation in respect of a prize (whether so converted or not) which has been brought within its jurisdiction before it has been condemned in any prize court of the captor?

In the actual case, a third question arose, of perhaps greater immediate practical importance than either of the others—viz., was there or not an attempt at a fraudulent evasion of the proclamation of neutrality by a false representation of the character of the ship? but this question we do not intend to discuss, as it must be evident that, whatever may be the general rights of belligerents in this matter, it is essential to their recognition that they should be exercised *bonâ fide*, and, therefore, that this is a mere question of fact, not involving any disputed principle of law.

The first question is one of considerable difficulty, and in respect of which there is some apparent conflict of authority; but we believe the better opinion to be in the negative. As between the belligerents, indeed, there are no rights whatever, and the captor is, therefore, at perfect liberty to sink or destroy his prize, or to convert her into a vessel of war, or to make any other use or abuse of her and all enemy-property which he may find in her, without the interposition of any court, or any authority except his own arbitrary will. But then, as between the subjects of the belligerent states, neither is any commission at all necessary; "Every subject," says Dr. Twiss, in his admirable treatise on this subject, "of the one power is at war with every subject of the "other power;" and it is (or was in its inception) only for the benefit of neutrals that the necessity of a lawful commission from the belligerent state is interposed. Any private citizen, therefore, of the Confederate States might (except in so far as the unvarying custom of upwards of a century may be held to have derogated from his natural rights) fit out a ship, or any number of ships, "to prey upon the commerce of the United States;" and yet it is unquestionable that the crews of these ships, should they, even unwittingly, come into hostile collision with a neutral, would be liable to be proceeded against as pirates. The tendency of modern times is to restrict or abolish private warfare, but the natural right remains unassailed, and in cases of sufficient emergency it will no doubt be constantly exercised.

But though, as between the belligerents there are no rights to infringe, the case is very different as between the belligerent and a neutral. While every neutral power is bound to respect the public vessels of both belligerents, and to treat them as entitled to certain *quasi*-sovereign rights, no such power is called upon to recognise as a public vessel any ship whose character is not authenticated by a warrant from the belligerent sovereign or state (commonly called a commission) addressed to its commander, and duly constituting him a public servant. Such a commission may be either permanent, as in the ordinary case of a naval officer, or temporary and special, as in the case of letters of marque and reprisal: but in the absence of any such commission, every vessel is, in the eye of the neutral, a private merchant vessel; and, as

such, if she commit any act of violence on the high seas, a pirate, and if she come into neutral waters, subject to the jurisdiction of the neutral court Now, we take it to be, when examined, totally unsupported, alike by principle and authority, to say that the captain of a man-of-war is invested with the power of granting any such commission. The right of issuing of such a commission is a high sovereign prerogative, and certainly not one which would, in the absence of the clearest authority to that effect, be supposed to be conferred upon a subject, and the power of so doing is one which does not appear even to have been directly claimed by any naval officer until the present occasion.

Admirals in command of fleets on foreign stations have indeed, from time to time, appointed officers *already holding commissions* to the command of ships *already commissioned*, on the occurrence of vacancies; and they, and in their absence the captains in command of Queen's ships, have, upon occasions, issued "acting orders" to midshipmen and mates to enable them to do the duty of subordinate commissioned officers until commissions could be procured from the sovereign authority; but there is not, so far as we know, any case on record where any officer, merely in right of his own commission, has affected to grant a similar commission to any other person, and such commission has been recognised by any court of competent authority. There is, moreover, a grave distinction to be drawn between the appointment of a new commander to a ship already "in commission," (*i. e.*, already an admitted ship of war engaged on active service) and the attempt to alter the character of a vessel from private to public by the issue of a fresh commission. This point is well brought out in the letter of Sir J. Hay, which is noticed at length elsewhere in our columns, and it supplies the answer to the ingenious fallacy on which rests the argument of Sir Hugh Cairns in the debate before us.

If a neutral, says the "hon. and learned knight," is to seize a prize which has come within its grasp, and hand it over to the original owner, that owner, if a neutral of some other nation, is thereby deprived of his claim for costs and damages. But the hon. member forgets, or affects to forget, that the conversion of the prize into a ship of war, if effective, deprives the owner at once of his remedy in the prize courts of the captor, because such a ship can never become the subject of adjudication in these courts; while the same conversion, if non-effective, invests the prize, *as against neutrals*, with the character of a pirate; in the one case the owner is better off, not worse, by the action of the neutral; in the other, the jurisdiction of every nation to prevent its territory from being used for purposes of piracy is unquestionable.

But, it is said, a captain may convert any vessel, over which he has the necessary control, into a tender, and invest her, as such, with a public character.

Undoubtedly, so long as she is acting strictly as such tender:—during that time the tender is, in fact, a part of his own ship, as much under his command as his own long boat, and therefore completely indued with the warlike character which, *ex hypothesi*, his own ship legitimately bears. But, as in the case of a transport, so in that of a tender, with the service ceases the character; when the tender leaves the subordinate position indicated by that name, and proceeds upon a separate service, she must stand or fall by the validity of her own commission (that is, as is well explained by Sir J. Hay, of the united efficacy of the commission borne by her commander and the order appointing him to the command), and can no more rely for her public character upon her quality of *tender*, than could one of the ships hired from the Peninsular and Oriental Company for the conveyance of troops and stores to the Black Sea plead, after that service had been performed and she had accepted a new service, that she was a public ship in her capacity of *transport*.

(*To be continued.*)

COURTS.

COURT OF CHANCERY.

(Before the LORD CHANCELLOR, in Bankruptcy.).

April 30.—*Ex parte Crabtree. Re Taylor.*—This appeal, from an order of Mr. Commissioner West, of the district Court of Bankruptcy, Leeds, was argued before his Lordship some time back, and stood over for judgment. It appeared that the bankrupt, Taylor, was the son of a small manufacturer at Goldhurst, near Huddersfield, and was allowed by his father to manufacture on his own account at a mill called Steep-mill, four miles distant, where he slept, but receiving food from his father's house, to which he went every Saturday and stayed till Monday. In his petition for adjudication he was not described as of Steep-mill, and this formed one of the grounds of appeal. The other objections were of a far more serious nature. The bankrupt, under a promise of marriage, seduced the daughter of the opposing creditor, and, upon an action of seduction being brought against him, not only defended it, but put the plaintiff to considerable extra expense by spreading abroad a report that he intended to adduce evidence on the trial affecting the moral character of his victim anterior to his intercourse with her. No such evidence was brought at the trial, which resulted in a verdict for the plaintiff, and Mr. Crabtree was now a creditor for £228. The only other debts alleged to be owing by the bankrupt were to his own relations, and the proof of their genuineness did not appear to have been satisfactorily investigated. It should be stated that Taylor was made a bankrupt on his own petition immediately after the hostile verdict. It was under these circumstances that the commissioner granted the bankrupt his order of discharge, and the opposing creditor appealed

Mr. *Bagley* appeared for the appellant.

Mr. *De Gex* supported the order of the commissioner.

The LORD CHANCELLOR this morning delivered judgment, and animadverted in strong terms upon the conduct of the bankrupt, which he characterised as most heartless and profligate. With respect to the first ground of appeal—namely, the insufficiency of the bankrupt's description, it was too late to entertain it on an application to reverse the order of discharge. The next objection was, that the process of the Bankruptcy Court had been abused by the bankrupt availing himself of it for the purpose of ridding himself of a liability. That was true, but it was not a ground upon which this Court could interfere, as the damages became a debt, and, according to the present state of the law, that was subject to the operation of the bankruptcy law. Another objection was, that he had vexatiously defended the action; and to this objection he (the Lord Chancellor) would, if possible, have given legal weight, as there was no moral doubt of its truth; for he had not only defended the action when he might have allowed judgment to go by default, but had rendered that defence more unjustifiable by the reports which he had spread. Unfortunately, however, he (the Lord Chancellor) was compelled to give up his inclination to do what justice required, by reason of one of those technicalities with which our law abounded, as the case did not come within the wording of the 159th section of the Bankruptcy Act, 1861, which only related to unliquidated damages in an action on contract, and not to a case like the present, damages for loss of service. There was still another ground, the doubt as to the truth of the debts proved by the bankrupt's relatives, who had supported and assisted him in accomplishing his purpose of discharge; and, therefore, if the opposing creditor wished it, the case should be sent back to the commissioner to inquire into those debts, but, if not, the appeal must be refused and the discharge allowed to go. The deposit must be returned.

Ex parte Ellerton. Re Leach.—This was an appeal from an order of Mr. Commissioner Fane, relating to the powers of the commissioners to grant allowances to bankrupts for the support of themselves and families until they have passed their last examinations. The question turned upon the 194th section of the Bankrupt Law Consolidation Act, 1849, and the 109th section of the Bankruptcy Act, 1861. The former Act gave the commissioners a general discretion to grant allowances, but the new Act provides that the creditors may at the first meeting determine whether any or what allowance shall be made to the bankrupt. In the present case the creditors passed no resolution as to any allowance, and the commissioner had allowed £20.

Mr. *De Gex* for the assignee, submitted that, as the creditors had not thought fit to make the bankrupt any allowance the commissioner had no power to do so; but

The LORD CHANCELLOR thought otherwise, and held that if the creditors abstained from exercising the powers given them by the Act of 1861, by passing a resolution at the first meeting prohibiting any allowance being made, the old discretion vested in the commissioners under the Act of 1849 remained intact. The order appealed from must, therefore, stand; but, as the question was one of importance, and properly brought before this Court for inquiry, the costs of the appeal of all parties must be paid out of the estate.

Mr. *Horsey* appeared for the bankrupt.

COURT OF QUEEN'S BENCH.

(Sittings in Banco.)

April 29.—*Whitehead* v. *Porter*.—The case raised a question upon one of the deeds of arrangement under the Bankruptcy Act, but, happily, a question broad, clear, simple, and totally free from doubt. The question was simply this:—The deed purporting to release the creditors who executed it, and being executed by three-fourths in number and value of the creditors, and fulfilling all the other conditions required by the Act in order to make it binding on the dissentient creditors, whether it could be pleaded by the debtor against one of the dissentient creditors suing for his debt in full.

Mr. *Staveley Hill* argued for the creditor that the deed could not be pleaded as a defence, but that the only remedy was by application to the Court of Bankruptcy, relying on observations by learned judges in course of the argument of cases in which there was no release even of those creditors who executed the deed.

Without, however, calling on Mr. *Gibbons*, who appeared on the other side in support of the defence,

The COURT held it valid, pointing out that the words of the Act were plain and express, that, supposing the deed to be in accordance with the Act, and to be executed by the required proportion of creditors, it should bind the rest, and be as though executed by the rest; so that, if the deed contained a release, it was as though the dissentient creditors had actually executed the release, and then, of course, the release could be pleaded as a defence to any actions by them.

The LORD CHIEF JUSTICE observed that it was quite charming to have a case under one of these deeds which was perfectly clear.

——*Wells* v. *Hacon*.—This was another of the numerous cases arising upon deeds of arrangement, composition, or assignment, under the Bankruptcy Act. Here the deed was one of composition, with the security of a surety, and the important question was raised, whether a surety being himself a creditor could secure some advantage to himself. The debtor was to be left in possession of his property (it being now settled that an assignment of property is not necessary), but a composition of 10s. in the pound was to be paid to all the creditors, with the security of a joint covenant by the debtor and the surety (who himself was one of the creditors) that the composition should be paid. The debtor and the surety covenanted to pay to the trustee immediately on registration of the deed, such sum as should be sufficient to pay to each of the creditors an instalment of 7s. 6d. in the pound, and, within three months, as much as would pay 2s. 6d. in the pound further, and the debtor covenanted with the surety immediately on registration of the deed to pay him the 7s. 6d., and, or before the expiration of twelve months, to pay the 2s. 6d., and then the trustee covenanted to pay the creditors the 7s. 6d. on demand in writing, and after the expiration of twelve months to pay them them the 2s. 6d. in the pound, and the surety was to be security for payments of these instalments. This was objected to as putting him in a better position than the other creditors, and as giving him, at all events, the power of obtaining immediate payment; whereas the payment of the other creditors was deferred. Further, the deed being between the creditors who should execute of one part, and those who did not execute of another part, it contained a release only of the creditors who executed; and it was contended that this operated expressly as a release only by the creditors who executed the deed, and that, therefore (notwithstanding the previous decision), there was no release by non-executing creditors.

Mr. *Hannen* argued on behalf of the plaintiff, the dissentient creditor (who sued for his debt in full), against the validity of the deed.

Mr. *Quain* argued on the other side, in support of the deed, contending that there was no legal inequality in the position of the creditors so as to make the deed invalid.

The COURT held the deed valid. The advantage suggested as derived by the surety was not very considerable, and, perhaps, taking into account the responsibility he assumed, probably hardly an advantage at all, certainly he would get immediate payment of the amount of his composition, and there might be a doubt whether such an arrangement, even though for the general advantage of the creditors, was within the Act, so as to bind dissentient creditors. Still, it might be that such arrangement would be very advantageous in the opinion of the great body of the creditors; and, if so, it appeared rather to belong to the commercial part of the subject, as to which the Legislature intended that the assent of the majority should bind the rest, and be valid as against an "obstinate" or dissentient creditor. Even if there was a beneficial difference in the position of the surety (which was doubtful), it was within the scope of the power of the majority of the creditors to assent to it, as a consideration to the surety for becoming bound to them. It was an advantage to the creditors to obtain the security of a solvent party as surety, and it was for the majority to judge whether some slight advantage to him in return was not for their benefit. There was no real or substantial inequality in the position of the creditors. As to the other point, there was nothing in it; and there was a sufficient release. Judgment for the defendant.

(Sittings in Banco, before the LORD CHIEF JUSTICE, Mr. Justice BLACKBURN, Mr. Justice MELLOR, and Mr. Justice SHEE.)

May 2.—*Ex parte Cross*.—The applicant in this case was an attorney, who had been struck off the rolls for presumed misconduct, upon his conviction at Clerkenwell Sessions, before Mr. Bodkin, the assistant-judge, for obtaining money under false pretences, and he now sought to be reinstated, on the ground that the conviction was illegal and unjust. He had, according to his affidavit, been in partnership with another person in business as attorneys, and he had borrowed from a female friend (with whom he was very intimate) the sum of £50 for the purposes of the partnership, of which he admitted that his partner was not aware. He alleged, however, that the money had all really been expended in the partnership business, and it was, as he also alleged, borrowed on the terms that it should be repaid out of the costs of a certain suit, and not be repaid until after the lapse of a year. And he alleged that in a letter that he wrote to the lender in August, 1861, applying for the loan, he stated these terms. He fell, however, into pecuniary difficulty, and, in January, 1862, was arrested for debt. He executed, as he stated, an assignment, by way of security for the loan, but the lender required immediate repayment, which he was unable to comply with, and, in the result, the lender, acting, as he suggested, under certain feelings of female jealousy, with the privity of his partner, indicted him for obtaining the £50 by a false pretence, the only false pretence alleged being that the money was borrowed for partnership purposes, when, in point of fact (as was alleged), it was not so. He was tried at the Middlesex Quarter Sessions before the Assistant-Judge, and he complained that his conviction was illegal and unjust on various grounds. First, the prosecutrix was permitted to give her own account of the terms of the loan, without producing or accounting for his letter to her, in which the terms were stated, although he had given her notice to produce it, and took the objection that it ought to be produced. Next, although the only false pretence alleged was that the money was not wanted for partnership purposes, the prosecutrix was permitted to go into a matter wholly irrelevant to that, a matter of some supposed breach of promise of marriage by the prisoner to the prosecutrix, and with reference to which it was proposed to prove that he was already married, and, in order to do this, the certificate of the marriage of a certain "Henry Cross" was produced, without any proper legal proof and without any evidence of identity, &c. The applicant further stated that the assistant-judge not only admitted all this improper evidence upon irrelevant matters, but, in summing up the case to the jury, pressed these matters upon them, and said (holding up the certificate of marriage), "No doubt this is not legally proved, but (addressing the prisoner) you know it's yours." The applicant alleged that, by means of these topics of prejudice, and this improper admission of evidence, he was wrongfully convicted, and the applicant further complained that the judge had not explained to the jury the law of partnership, with reference to the power of one partner to borrow money without the knowledge of the other, if for partnership purposes, and he suggested that the conviction had really gone on the fact that the partner had not been acquainted with the loan, and, on the other topics of prejudice improperly introduced into the case, which, he urged, were wholly irrelevant. On these grounds he urged that his conviction was illegal and unjust, and he applied for a rule to reinstate him, or to refer

it to the master to inquire into the matter and report upon it to the Court.

Mr. Justice BLACKBURN observed that there was a regulation in the practice of the Court that, on any application to reinstate an attorney under such circumstances, the affidavits should be filed and notice of the application given an entire term before that in which the application was made.

The applicant said he was prepared to give this notice and file his affidavit with a view to an application next term, but his present application was rather for an inquiry.

The LORD CHIEF JUSTICE asked whether he was to understand distinctly that the only false pretence laid in the indictment was, as to the borrowing being for partnership purposes.

The applicant assured the Court that it was so, and that, nevertheless, the judge allowed evidence as to a supposed breach of promise of marriage.

The Court again consulted some time. At length,

The LORD CHIEF JUSTICE said,—After the gravest consideration which we can give to this case, we are of opinion that we cannot acceed to the application. It is our duty to uphold the honour of the profession, and we feel that we should not be doing that duty if we were to allow the name of a person who has been convicted of obtaining money under false pretences to remain upon our rolls. Without entering into the merits of the case, there is the fact of a conviction on such an indictment which, while it endures, is an insuperable bar to the application. If the Secretary of State could be induced by any representations made to him to intervene in the case on the part of the Crown, and advise the Crown to do away with the effect of the conviction by granting a free pardon, then we should readily listen to the application. It is not impossible that the Secretary of State might be induced to take that course, if satisfied that injustice has been done. Or, perhaps, that society which takes so deep an interest in the honour of the profession, the Law Institution, might be induced to investigate the case, and, if it appeared to them that injustice had been done, they might support the application to the Secretary of State. We only throw out that suggestion for the sake of the applicant; but all we can say judicially is that, so long as this conviction remains unreversed in a court of law, and its effect is not got rid of by a pardon, we cannot, in justice to the profession whose honour we are bound to uphold, listen to an application with a view to his reinstatement on the rolls.

The applicant observed that he should be quite satisfied with an inquiry, but

The LORD CHIEF JUSTICE repeated what he had already said, that while the conviction remained unreversed the Court could do nothing, and, if so, of course inquiry would be of no avail.

The application, therefore, was refused, and the applicant retired.

COURT OF COMMON PLEAS.

(Sittings in Banco, Easter Term, before Lord Chief Justice ERLE and Justices WILLES, BYLES, and KEATING.)

May 4.—*Thelwall* v. *Yelverton.*—In this case Mr. *Montague Smith*, Q.C., moved for a rule to set aside the writ of summons and all the subsequent proceedings thereon. The action was brought on an Irish judgment obtained in an action for necessaries supplied to Mrs. Yelverton while in Ireland. The writ had been issued under the 18th section of the Common Law Procedure Act, 1852, and was said to have been served on Major Yelverton in Paris last year, and, upon an affidavit of such service, Mr. Justice Keating had made the usual order for proceedings to be taken against him under the statute, and this order had been served on his agents in London who were conducting his appeal case in the House of Lords from the decision of the Scotch courts relative to his marriage. The learned counsel moved on an affidavit of Major Yelverton that he was not in Paris at the time of the alleged service of the writ upon him there, that he never had been served, and the writ must have been served on some one else in mistake for him, and that he knew nothing of the matter till his agents in London informed him of the notice served upon them. The learned counsel also submitted that there was no jurisdiction for the issuing of the writ.

The COURT granted a rule *nisi*.

(Sittings in Banco, before Lord Chief Justice ERLE, and Justices WILLES, BYLES, and KEATING).

May 4.—*Application against an Attorney.*—Mr. *Philbrick* applied for a rule calling upon an attorney to show cause why he should not be struck off the rolls, and stated the following circumstances:—A case having come on for trial, and been referred to arbitration, the attorney, on the 1st February, swore an affidavit of increase, in which he stated that he had paid sums, varying from £2 2s. to £6 6s., to fifteen witnesses, whilst the fact was this, that though the attorney had, when he swore the affidavits, drawn cheques for these amounts, yet he had post-dated the cheques the 6th February, and did not hand them over to the witnesses until that date. This being so, no money had been paid when the affidavit of increase was sworn.—Rule granted.

BAIL COURT.

(Sittings at Nisi Prius, before Mr. Justice CROMPTON and a Common Jury.)

May 2.— *Strange* v. *Gunn.*—This case commenced on Thursday last, and was adjourned to this morning. We give a report rather longer than usual, as a specimen of how some of the public companies, now so rife, are started and got up.

Mr. *Hawkins*, Q.C., and Mr. *Laxton*, were counsel for the plaintiff; and Mr. *Henry James* for the defendant.

This was an action to recover an amount of salary which the plaintiff claimed as having been the clerk of the defendant. The defendant, among other things, pleaded, as a set-off, a promissory note for £36, signed by the plaintiff.

The plaintiff had been promoter of the *Sporting Life* newspaper, and the defendant had been mixed up with the plaintiff in that paper. They left the paper, and the defendant became a promoter of public companies, and the plaintiff went into the employment of one of the refreshment purveyors at the International Exhibition. The plaintiff and defendant lived in adjoining houses at Norwood.

Plaintiff said—Last Good Friday twelvemonth defendant asked me to go with him to the Crystal Palace. On the way defendant said, "I've had a fearful week this week. The City of London General Fire and Life Insurance Company is broken up, and I've had to pay away a great many thousands of pounds, in fact, many men in the city would have been broken up with it. I'm sick and tired of forming public companies, and as I've made some money out of them, I intend to go into money lending and discounting, and I think of taking offices at the West End. If I do this I want a confidential man like yourself to be with me, for I've been served so badly by one and the other, and I think I've sufficient confidence in you, that we shall get on very well together." Plaintiff expressed his sympathy with the defendant in having lost so much money, and said he should be glad to go with him. In a day or two afterwards they talked of bringing out a pamphlet giving the history of the downfall of the City Insurance Company, and defendant said, as plaintiff was well up in publishing matters, he should like him to attend to the publication. He wanted it well known on the Stock Exchange. He said he expected to make £40,000 that year—he meant to do it. He meant to go into work, and it might be worth £300 or £400 a year to plaintiff, but, at all events, he would give plaintiff £150 a year. Plaintiff agreed to go to him, and he went up to defendant's office, 73, Cheapside, and commenced his duties in April. Many people called with reference to bringing out public companies. There was only a lad in the office. He did not read the pamphlet, but superintended the publishing. The defendant thought no one would publish it, as it was libellous. He went to several first-rate city publishers, who all refused to publish it. Defendant wanted plaintiff to allow his name to be put on as publisher, at his office. Plaintiff told him that would not look well, but he would go to his father's, in Amen-corner, and see if he would publish it; and he went to his father, as he thought the defendant was a victim then, but he had altered his opinion, and the plaintiff's father published it. No harm came of it; but it did not sell. Some small sums were paid him on account of salary. When the Prince of Wales Hotel scheme was brought out, defendant asked plaintiff to act as secretary *pro tem.* Plaintiff said he should prefer being manager. Defendant said, "Oh, I'll shove you in." Defendant was the promoter of that company. On the defendant's door were three firms—Gunn & Millwood, Gunn & Co., and A. H. Gunn. Defendant's name was Alexander Hamilton Gunn, and he christened his house "Hamilton House." Shares in the hotel were allotted on the 18th of November. Articles of association were printed, but not signed. Defendant prepared the minutes. There were directors. When the £21 was paid, in December, 1863, the plaintiff gave a promissory note for £36 to the defendant, at his request, as an acknowledgment of having received £36, to show to his partner. Never received any other money from defendant on account of his salary. Had been served with a writ, as secretary of the Prince of Wales Hotel

Company, from Smith & Son, Strand. Plaintiff claimed £87 10s.

In cross-examination he admitted that there had been a statement in the papers that the insurance company was a swindle, and, therefore, the publishers would not publish the pamphlet. It was the desire of Gunn to have it published as near the Stock Exchange as possible. The memorandum for registration of the hotel company was dated the 20th of June, 1863, and was signed by plaintiff. Defendant's offices were the offices of the company. The plaintiff entered the minutes from defendant's rough notes. There were highly influential men directors of the company. Twenty-five shares were the qualification of a director. He was appointed secretary on the 1st of August. As to the promissory note, he gave an account of the transaction, tending to show that defendant had asked him to give it as a blind for his partner, Milwood, as if he had done a bill for plaintiff, and defendant represented that Milwood ought to pay it.

Re-examined.—Gunn had several hundred shares in the Prince of Wales Hotel. He did not pay up more than £100. A good many people paid deposits. They applied for re-payment, and then the whole thing exploded, and the secretary got no salary. Gunn and his partner did not agree, and then Gunn began forming companies over again, and that kept me there till twelve at night. There was hardly any subject upon which he conld not form a company. He got up banks, a credit company, an insurance company, and general companies. He was a general company-monger. He called himself a merchant; but I never saw any merchandise. I had frequently applied for my salary, but Gunn said he was waiting to settle with Milwood, his partner. The insurance company had been brought before an alderman, but I had nothing to do with that.

The plaintiff's wife was called, and corroborated her husband as to the hours to which he was detained at work.

For the defendant it was urged that there had been an endeavour to lead the jury away from the real issue before them. If the defendant was a promoter of public companies the plaintiff was his assistant in that business. If, therefore, there was anything wrong in the defendant's business, the plaintiff was as bad. The real fact was, that the plaintiff was engaged by the company, and he had accepted the engagement, but now turned round and endeavoured to get a payment from the defendant, and say that he was the confidential private clerk of the defendant.

The defendant said that, being in the habit of seeing the plaintiff at Norwood, and knowing he was a publisher by trade, he had asked his advice about publishing his pamphlet. The plaintiff suggested that his father should publish it. The owner of some property at Norwood had called upon him and asked if it would accord with his views to get up a company for building an hotel, and that was the reason of his proposing the scheme of the Prince of Wales Hotel. The plaintiff had sought him upon the matter; he expressed a desire to belong to that company. Plaintiff said he should like to be the manager, and he signed for a number of shares. Witness proposed that he should be the secretary to the company. Witness told him there was great risk in all companies. If he chose to give his time, and render necessary services, witness would use his best exertions to forward his views with the directors. Told plaintiff it was possible that he might have to give an indemnity to the directors against any charge for secretary, as defendant made it a rule that in all companies projected by himself, no shareholders or directors should suffer loss. Plaintiff agreed to these terms. The company were bound to pay plaintiff his salary, and defendant was now taking such steps as would compel the company to pay him. Never agreed to give plaintiff £150 a year. Never said he had suffered a loss.

Cross-examined.—I discounted chiefly for my friends, but as they were differently circumstanced to the plaintiff, I charged them less interest—only five per cent. I charged plaintiff 6d. a-month. His was precarious security. I had no cash-book. Never kept one. I passed the promissory note to Mr. Mayhew. I don't know whether I received a farthing for it. I gave it him to sue upon it. I did not like to sue upon it myself, as I did not want my name to be hawked about the court. I describe myself in two ways—a South American merchant; and I have projected many large institutions in this country, and never had a failure. I have been a promoter for sixteen years, and before that a sailor. A man at Hull used my name as a tailor. The man was in difficulties at the time. I have promoted one or two, or three or four, banks. All my institutions are going on. I start them, and take all the risks. I have promoted railway companies and insurance companies. It is the same business as the Bank of England. The Bank of England was projected by a man; and I put myself in a better position. I "organised the initiative" in the London and General Life and Fire Insurance Company. I was to be life manager, at £1,000 a-year. I am worth more. I had 1,550 shares in it. I promoted it. I had a hand in the allotment. The matter came before the Lord Mayor. I employed a person named Jamison to go into the market to take up shares offered at a discount. Jamison did not apply for shares. I believe he was a man of capital. He was to buy the shares, not on the responsibility of the directors. I have changed my offices from Cheapside to St. Swithin's-lane. As to the Prince of Wales Hotel Company, I promised the chairman, Lord Ranelagh, to hold him harmless. The company was registered on the 20th of June, and the shares were allotted on the 18th of November. £1 per share has been paid upon all shares. I don't produce my banker's pass-book. I must run all risks for the non-production. Mr. Milwood was a partner with me in that scheme, and in some discount transactions. Milwood and I formed the partnership of Gunn & Co.

Re-examined.—The purchase-money for the land required by the company was to be £12,500, and it was to be sold to the company for £16,500, but there was afterwards a disagreement and I got nothing.

The learned counsel having addressed the jury on behalf of their respective clients, and

Mr. Justice CROMPTON having summed up,

The Jury returned a verdict for the plaintiff for the amount claimed.

COURT OF PROBATE.

(Before Sir J. P. WILDE.)

April 30.—*Knox* v. *Smee and Wife*.—The plaintiff in this case was the Rev. T. F. Knox, of the Oratory of St. Philip Neri, Brompton, and he propounded a will dated the 24th of July, 1860, and a codicil dated the 7th of August, 1860, of the Rev. William Hutchison, late of the Oratory, who died on the 12th of July, 1863. By the will, the deceased left a legacy of £30 to the Rev. Mr. Knox, and, subject thereto, he gave, devised, and bequeathed, all his real and personal estate unto and to the use of the very Rev. F. W. Faber, D.D., of the Oratory, his heirs, executors, administrators, and assigns, for his and their own absolute use and benefit, and, in the event of his death in the lifetime of the deceased, then unto and to the use of the Rev. C. Bowden, of the Oratory, his heirs, executors, administrators, and assigns, for his and their own absolute use and benefit; and the Rev. Mr. Faber, or, in the event of his death, the Rev. Mr. Bowden, was appointed sole executor. By the codicil, the deceased revoked the appointment of the Rev. Mr. Faber and the Rev. Mr. Bowden as executors, and appointed the Rev Mr. Knox sole executor, and, in all other respects, confirmed the will. The defendants were a sister of the deceased and her husband, Mr. Alfred Smee, and they pleaded that the alleged will and codicil were not duly executed; that at the time of their execution the deceased was not of sound mind, memory, and understanding; and that their execution was procured by the undue influence of the plaintiff and others acting in concert with him. The Rev. Mr. Faber survived the deceased, and died on the 26th of September, 1863. The hearing of the cause was commenced on the 22nd and 23rd of April, and a great deal of evidence was produced in support of the will, and the hearing was adjourned to this day, at the close of the plaintiff's case.

Mr. *Karslake*, Q.C., Mr. *Coleridge*, Q.C., and Mr. *Inderwick* appeared for the plaintiff; Dr. *Deane*, Q.C., Dr. *Swabey*, and Mr. *Fooks*, for the defendants.

It appeared, from the evidence, that Mr. Hutchison had become a convert to the Church of Rome in the year 1853, and that Mr. and Mrs. Smee had remonstrated very strongly with him upon this course, and the result had been a sort of rupture between them, which had never been completely healed. During the later years of his life, Mr Hutchison had been completely separated from his family, and had even manifested considerable resentment against Mr. Smee for having forced himself (as he said), into his presence in the course of the year 1860, when this will was made.

The case for the defendants was in effect that Mr. Hutchison was of weak mind and easily led, and was subject to a chronic nervous complaint, and that the fathers of the oratory had alienated him from his family, and persuaded him to leave all his property to them at a time when he was incapable of managing his own affairs.

Sir J. WILDE.—The case presented on the part of the plaintiff was a very strong one, but I did not express any

opinion upon it until I had heard the evidence on the other side. Having heard that evidence, I cannot for a moment doubt the decision at which I am bound to arrive, and I most unhesitatingly pronounce in favour of the will and codicil. I regret that this litigation has taken place, but, at the same time, I must do justice to the motives by which Mr. Smee has been actuated. I am bound to say that the impression produced on my mind by the evidence is by no means to the effect that, as was suggested, Mr. Smee had any desire whatever to possess himself of his relative's property. I think that in the steps he has taken he has been actuated by a sincere regard for one to whom he was nearly connected, and in whose religious welfare he took the deepest interest. I therefore entirely acquit him of mercenary motives. On the other hand, I believe that the testator, although he has left his property away from his sister and his relatives, was not actuated by any dislike towards them, or by any feeling that they had behaved to him otherwise than kindly and affectionately. But both he and Mr. Smee were men of strong religious feelings. Their religious feelings took different directions, and one became a zealous Protestant, and the other a zealous Roman Catholic. Bearing in mind the relation in which they stood to one another, and the feelings they entertained on the subject of religion, the correspondence of 1854 is perfectly intelligible. Mr. Smee was quite right in endeavouring to dissuade his relative from taking a course which he thought would be fatal to his eternal happiness, and Mr. Hutchison was equally right in resisting Mr. Smee's efforts. That correspondence seems to me to have very little bearing on the issues to be tried, which are, first, whether the will and codicil were made by the testator at a time when he was of sound and disposing mind; and, secondly, whether they were made under the undue influence of any one then about him. The case set up against the will is that the testator had for years been affected with a nervous complaint which impaired his mind. That it had impaired some of his bodily functions is plain from the evidence on both sides; but had it impaired his mind? Upon such a question the Court naturally looks to the positive evidence on the one side, and on the other, as to his acts, and speech, and writings, while under the influence of the disease, and in the face of evidence of that character, suggestions, even of the highest scientific men, that possibly his mind might be affected, would have very little weight.—His Lordship then minutely examined the evidence offered by the defendants, and concluded by declaring it fully established that the testator retained his mental faculties up to the hour of his death. He then proceeded—The question of undue influence remains, and the learned counsel has quoted some glowing language of Sir S. Romilly on the subject of religious influence, but no doubt, when Sir S. Romilly used that language, there were some facts in evidence to which it was applicable. This case is wholly destitute of such facts. This young man became a zealous convert to the Roman Catholic faith, a zealous member of the oratory, and an intimate and affectionate friend of Father Faber, one of the most prominent members of the society, to whom he left the whole of his property. Those are the dry facts, and nothing was elicited to show that the slightest pressure was exercised on him, or that there was the slightest interference with him with regard to the free disposition of his property. The rules of the society have been examined, and neither the rules nor the established customs in any way affect the disposition of the property of the members. As to any pressure having been exercised by Father Faber, the will appears to have been made in the most natural way, and there is a total absence of any single fact to show that any human being in the establishment ever interfered with him as to the provisions it contains. To cast any doubt on the will on such a ground would indeed be to indulge some of the feelings to which the learned counsel alluded to, to a most unjust and preposterous extent. Upon the question of costs, his Lordship said that although he did justice to the motives of Mr. Smee, yet, as there was no reasonable ground for contesting the will, the case came within the ordinary rule, and he must pay the costs of the proceedings.

COURT OF BANKRUPTCY.

(Before Mr. Commissioner Fane.)

April 29.—*In re Baum.*—The bankrupt, William Baum, who was formerly a footman in the service of Lord Stamford, applied for an order of discharge.

Mr. *Reed* opposed on behalf of Mr. Shaw, a creditor; Mr. *Nicholson* supported; Mr. *Aldridge* appeared for the official assignee.

From the statements made to the Court, it appeared that the bankrupt, while in the service of Lord Stamford, seduced Elizabeth, the daughter of James Shaw, a farmer residing at a farm adjacent to his Lordship's estates in Leicestershire. An action was subsequently brought against the bankrupt for damages in respect of the wrong inflicted, and upon the trial of the cause at the Derby assizes in August, 1863, a verdict was returned for £125. The bankrupt immediately presented his petition to this Court for an adjudication against himself, and obtained protection. At the meeting for discharge, however, the bankrupt was opposed on behalf of Mr. Shaw, and, it then appearing to the commissioner that the petition had been presented in fraud of the Act of Parliament, all the proceedings were dismissed. It was now alleged that the bankrupt and one John Proctor had colluded together for the purpose of obtaining a second adjudication against the bankrupt under the judgment summons clauses of the Act of 1861. Under the former proceedings, Proctor proved a debt of £30, and he had since obtained a judgment against the bankrupt for £50, being the lowest amount which entitled a creditor to proceed adversely against his debtor. On behalf of Mr. Shaw, it was asked that this, the second bankruptcy, should be annulled.

His Honour, after hearing Mr. *Nicholson* for the bankrupt, annulled the bankruptcy, and, as a matter of course, disallowed any further protection.

May 3.—*In re William Frederick Windham.*—A petition was presented a few days since by Mr. William Frederick Windham for an adjudication of bankruptcy against himself.

Messrs. Lawrance & Co. now obtained the leave of the Court for the substitution of a creditor's petition in lieu of the petition already filed.

The petitioning creditor is Mr. William Smith, Veterinary Surgeon, Norwich; and the proceedings go, as before, to the court of Mr. Commissioner Fane.

May 4.—*In re The Southampton, Isle of Wight, and Portsmouth Improved Steamboat Company.*—Upon the application of Mr. *Bagley*, on behalf of the official liquidator under this winding-up, a call was ordered to be made of the full amount (£10) of each share.

Mr. *Doria* and Mr. *Lawrance* appeared for contributories; Mr. *Linklater* for a creditor.

——*In re Hughson.*—The bankrupt was the Scotch attorney who brought an action against Mr. Windham for services rendered in reference to proceedings in the Divorce Court.

Upon the application of Mr. *Brough*, the bankrupt now obtained an order for his release from custody.

GENERAL CORRESPONDENCE.

Articled Clerks' Examinations.

Sir,—I think you would be conferring a favour on those articled clerks who wish to test their knowledge, if you were to put the *questions* of the final and intermediate examinations in *one* number of the *Solicitors' Journal*, and the *answers* in the next, this would give them an opportunity of reading the questions without being almost compelled to see the answers.

London, May 2. An Articled Clerk.

[The suggestion of our correspondent has come too late for adoption on this occasion, but we shall be happy to adopt it for the future, if we find, by notices which may be taken of this letter, or otherwise, that it meets the wishes of the body generally.—Ed. *S. J.*]

The Lord Chancellor's Speech on the Land Registry.

Sir,—Allow me to call your attention to an apparent error in your Journal for the 29th of April. The Lord Chancellor is there represented as having, in his attack upon solicitors, referred to an article in the *Solicitors' Journal*. The *Law Times* of the same date states that the article referred to by the Lord Chancellor was published in that paper. This obvious error should be explained, otherwise your readers may think the mistake was intentional. A Subscriber.

May 2.

[We are really unable to give any explanation of the error in question, if it be an error. That the article referred to was published in our columns on the 1st November, 1862, is a fact, of the reality of which any of our readers can readily satisfy himself; and that that article not only concluded with the very words quoted by the Lord Chancellor, but was honoured by continual references throughout his speech, a very simple comparison of the speech and the article will abundantly tes-

tify. We find that the passage, in the *Law Times* alluded to by our correspondent, is as follows:

"His Lordship denied that the measure had been a failure; "but again he attributed its slow progress to the hostility of "the solicitors, and in proof of it he read a passage from an "article in the LAW TIMES:—'I will further only trouble "'your lordships with one or two instances of the slow progress "'made in the case of the solicitors. I hold in my hand an "'article from a well-conducted journal, which concludes with "'the following sentence:—'This,' adverting to the mode of "remunerating solicitors, 'must be borne in mind when the "'scale of costs come to be settled, if it be not it will be so "'much the worse for the chances of this new legal depart-"'ment, so far as the amount of its business is concerned.' "'That is a prophecy which those who made it had the means "'in their own hands of fulfilling, and which they have "'certainly not failed, to some extent, to carry into effect. "'These are the occasions of the slow progress of the mea-"'sure,' &c.," following the report of the speech in question, as given in the *Times* of April 22*.

The writer does not condescend to give us any reference, and we have carefully searched the file of the *Law Times* from June, 1862, when the bill in question was launched, to January, 1863, when we think it had ceased to be new, and have been unable to discover the article alluded to; still it is *perfectly possible* that there may have been an article in the *Law Times* which concluded with the self-same words as our article above referred to, and that the apparent error may have been no error after all, but merely a fortuitous, though remarkable, coincidence; or it is possible that the statement that his Lordship "read a passage from an article in the *Law Times*" may have referred to some other part of his speech, and not to the quotation immediately following; or again, the words "*Law Times*" may have been an accidental typographical error.—Ed. *S. J.*]

CONVEYANCING.

A., by his will, gave, devised, and bequeathed certain premises to B. for life; remainders to C. and D., his wife, for their lives, and the life of the survivor; remainder to E. in fee; but if E. should die before C. and D. and leave no issue, his will was that the lawful heirs of C. by D., his wife, should enjoy the same for ever.

E. died before C. and D. without leaving issue. The testator was possessed of the premises for a term of 500 years only.

F., the heir-at-law of C., by D., his wife, has contracted to sell.

If the property had been freehold of inheritance, it is assumed E. would have been tenant in tail. If that be so, she took a vested interest in and acquired the term absolutely.

Now, in order to make a title to a purchaser, will it not be necessary that letters of administration be obtained to E.'s estate.

I shall be obliged by some subscriber informing me upon this, and, if possible, referring me to a case or authority, and, at the same time, saying by what other (if any) means the vendor F. can be put in a position to assign the residue of the term.

G. A. J.

PARLIAMENT AND LEGISLATION.

HOUSE OF COMMONS.

Thursday, April 28.

THE TUSCALOOSA.

MR. PEACOCKE rose to call attention to the case of the *Tuscaloosa*, and moved "that the instructions contained in the dispatch of the Duke of Newcastle to Sir P. Wodehouse, dated the 4th day of November, 1863, and which remain still unrevoked, are at variance with the principles of international law." The hon. gentleman said that Captain Semmes, whilst in command of the *Alabama*, captured a barque off the coast of Brazil, called the *Conrad*, which he converted into a tender to the *Alabama*. Some weeks after the capture of this vessle Captain Semmes had occasion to run into the Cape for repair, with the *Tuscaloosa* as a tender. When this information was conveyed to the authorities at the Cape, a correspondence took place, from which it appears that the Colonial Attorney-General considered that she should be dealt with as a tender, and not as a prize. Sir Baldwin Walker did not agree with this opinion, and wrote to the Admiralty on the subject, which, after some further correspondence, led to a dispatch from the Colonial Office to Sir Philip Wodehouse, at the Cape, which was one of the most extraordinary documents he ever read. He alluded particularly to the paragraph which seemed to censure the Colonial Attorney-General. The Attorney-General in his opinion assumes, though the fact had not been made the subject of inquiry, that no means existed for determining whether the ship had or had not been judicially condemned in a court of competent jurisdiction; and the proposition that, admitting her to have been captured by a ship of war of the Confederate States, she was entitled to refer her Majesty's Government in case of any dispute to the Court of her states in order to satisfy it as to her real character. This assumption, however, is not consistent with her Majesty's undoubted right to determine within her own territory whether her own orders, made in vindication of her own neutrality, have been violated or not." The Attorney-General's opinion was not given at length; but he (Mr. Peacocke) would show, in a case he should quote that it was exactly in accordance with the law as laid down in the courts. We were entitled to look beyond the flag and beyond the commission. The cream and gist of the dispatch lay in the concluding paragraph. "If the result of inquiries had been to prove that the vessel was really an uncondemned prize brought into British waters in violation of her Majesty's orders made for the purpose of maintaining her neutrality, I consider that the mode of proceeding in such circumstances most consistent with her Majesty's dignity, and proper for the vindication of her territorial rights, would have been to prohibit the exercise of any further control over the *Tuscaloosa* by the captors, and to retain that vessel under her Majesty's control and jurisdiction until properly reclaimed by her original owners." Now, would any legal gentleman rise in his place and defend the legality of those instructions? It was a well-known principle of international law that, as between two belligerents, the property of one when captured became the property of the captor, and that the claim of the original owner was entirely and absolutely extinguished, and her Majesty's Government might as well have instructed the Government of the Cape to seize and give up the *Tuscaloosa* to the Emperor of Japan as to her original owners. The facts were, that the *Tuscaloosa* was a vessel sailing under the Confederate flag; that she had four officers and twenty men on board; that she had three small brass guns, two rifled 12-pounders and a smooth bore; that her original name was the *Conrad*; that, when a Federal vessel, she was captured by the *Alabama* and re-christened; that she had not been before any legally constituted admiralty court of the Confederate States, nor condemned as a lawful prize; that her commander had a commission signed by Captain Semmes; and that the other officers had also commissions signed by him, and that she had no cargo. He quoted British and American authorities in support of his views, and concluded by stating that, if everything else was misty and uncertain, one thing was certain, that the instructions of November remained unrepealed, and were virtually re-affirmed; and he now called upon the House to demand their immediate repeal. As long as they continued in force what would be our position? If we applied these instructions against a strong power we should plunge the country into war. If we applied them against a weak power we should cover the country with unutterable shame. In the interests of peace he called upon the House to pass a resolution for the revocation of those instructions, which were a standing source at once of danger and disgrace.

THE SOLICITOR-GENERAL, having called attention to the terms of the resolution, said the hon. member did not ask the opinion of the House upon any question of policy, but upon a pure question of international law. The first question to be determined was this—was the *Tuscaloosa* when she came into Simon's Bay still a prize, or had she lost the character of a prize and assumed the new character of a vessel of war? She certainly had been a prize, and had not been taken into any Confederate port to be adjudicated upon and condemned before she was brought into the harbour of Simon's Bay. Now, had she been *bonâ fide* converted from a merchant ship into a vessel of war in the Confederate service? When we came to look at the evidence, we should see that the supposed conversion of the vessel into a man-of-war was a mere pretence. It was clear that, as regarded the *Alabama*, no authority at the Cape could exercise any control over her, but was bound to treat her a ship of war belonging to a belligerent power. But with regard to the *Tuscaloosa*, she had been captured by the *Alabama*, and brought into Simon's Bay, with her original cargo of wool, and there was nothing to give her a warlike character. He apprehended no one would deny that, according to the governing principle of international law, the terri-

* Law Times, April 30, 1864, p. 294.

tory of a neutral was inviolable. If a prize were brought in by a belligerent ship of war, the captain so offending was guilty at once of a violation of international law, and a violation of the Queen's neutrality. Under these circumstances, it was for the Queen to determine in what way she thought she might vindicate her neutrality, and, if she thought fit, to vindicate it by detaining the prize and restoring it to the original owner. This doctrine has been acted upon by the United States for upwards of seventy years, although it was true that no case precisely analogous to the *Tuscaloosa* was to be found in the records of the United States; and the reason why a neutral state could restore a vessel or property brought into its territory to the original owner was this, that a state, whose neutrality was violated, had a right to vindicate its neutrality in its own way.

Mr. WHITESIDE must deny the assertion of the Solicitor-General that there was no question of policy involved in this matter. He accepted the doctrine of the Solicitor-General that they were to have strict neutrality; but the laws of neutrality had been most shamefully violated. The facts of the case were very simple; there was nothing of a sham at all about it. Upon the 21st of June, the day on which the *Tuscaloosa*—then the *Conrad*—was captured, the captor might have burned it, he might have destroyed it any way; unless, indeed, they would apply a different law to the Confederate States from that upon which their own admirals and commanders had invariably acted. At the moment of capture the property in the ship was changed, and it became Captain Semmes's without the adjudication of any court of law. The next question was, had Capt. Semmes a lawful commission from the Confederate Government? But that was admitted by the Duke of Newcastle himself. Lastly came the question, had he authority to grant a commission to the officer whom he placed on board the *Tuscaloosa*? Well, upon that point, Lord Stowell held that it was enough if an officer in command had only a semblance of such authority; it sufficed, in fact, if the commission which he granted was only, as it were, inchoate. The effect of that commission was to change the character of the ship, to convert it from being a ship of commerce into a ship of war.

Mr. J. J. POWELL, Q.C., defended the naval authorities at the Cape, on the ground that when the *Tuscaloosa* first visited the Cape, though colourably as a tender, she was yet a merchant vessel and a prize. Under these circumstances he advised the House to come to no decision whatever, or, if it did decide, to do so according to the sound principles of international law which had been laid down by the Solicitor-General.

Sir J. ELPHINSTONE detailed with great minuteness the circumstances attending the two visits of the *Tuscaloosa* to the Cape of Good Hope, gave an inventory of her arms and stock of ammunition, and argued that it was impossible to assume that she could be anything but a man-of-war of a most dangerous description, for preying on the commerce of the United States. In opposition to the plea that coming in in the first instance with cargo on board invalidated her claim to be considered as a man-of-war, the honourable member referred to the operations of the American frigate *Essex* in the Pacific, in 1813, when British whalers were captured, and fitted out as cruisers under the American flag. It had been asked, what was the licence of the *Tuscaloosa*? The answer was, that her licence was the commission of the officer who had charge of her, and which empowered him to command her as a ship of war.

Mr. SHAW LEFEVRE thought that this question was, in many respects, more fit to be discussed in a court of law than in that House. If the vessel were deemed to have changed its original character of a merchantman and to have become a man-of-war, ships like the *Alabama* would have the power of multiplying themselves indefinitely. If prize vessels were brought into our ports and were represented to be vessels war, such a proceeding constituted a violation of the laws of neutrality.

Sir J. HAY observed that the *Tuscaloosa* derived her powers from the *Alabama*; and, as the colonial authorities under her Majesty had recognised the commission of Captain Semmes as an officer of the Confederate navy, the arguments on the other side that the *Tuscaloosa* was not a vessel of war fell to the ground. It was the right of a naval officer to sink, burn, and destroy every vessel which he lawfully captured, if he conceived it to be for the advantage of his country; and he was sure naval officers would discharge their duty, in spite of the mistaken opinions advanced by the hon. member for Reading, or anybody else.

Mr. NEATE maintained that the Government were right as to the facts, although he could not deny that, in the ultimate discharge of the *Tuscaloosa*, there were some errors in the form in which the instructions were conveyed.

Mr. M. SMITH, Q.C., said that it seemed to him that the colonial authorities had formed both a correct opinion as to the facts and a sound judgment as to the law. Anyone reading the papers free from party spirit must come to the conclusion that the *Tuscaloosa* was *bonâ fide* a tender to the *Alabama*, and that she was as much a ship of war as the *Alabama* herself. That she was a ship of war they did not want stronger evidence than the avowal of the American consul, that she had been fitted out and armed by the *Alabama* to prey upon the commerce of the United States. In the case of the *Georgiana*, Lord Stowell decided that the fact of a vessel being armed with guns, and being commissioned, was sufficient to put her out of the category of a prize.

Mr. DENMAN, Q.C., expressed a hope that no vote, either for or against the resolution, would be come to by the House, for he foresaw that, whatever the result might be, nothing but mischief could arise from such a vote. Without imputing to him anything culpable, he believed that Captain Semmes had practised fraud, evasion, and a ruse, in order to deceive the British Government.

Mr. BOVILL, Q.C., thought that the vote which the House came to would only be mischievous in the event of its affirming the principle of international law which was not the right one. Dispute had arisen in that House, though scarcely out of it, as to what was the true character of the *Tuscaloosa*. To his mind, it had been settled beyond all dispute, as against the authorities of the United States, that she was a vessel of war. The Solicitor-General now got up and said that her being a vessel of war was altogether a sham. He could not imagine how, on coming into Simon's Bay, the *Tuscaloosa* could be said to retain the character of a merchant ship. The Solicitor-General had referred to the case of capture in neutral waters. Now, it was well known that such a capture was illegal by international law; but the case of a prize passing within a neutral territory was not contrary to international law, but was merely contrary to the municipal law of the district into which the vessel was brought.

The ATTORNEY-GENERAL said the motion, if he rightly understood it, involved two questions. The first was, whether the proposition that the *Tuscaloosa*, under the circumstances, did not possess the character of a vessel of war, was contrary to international law; and, secondly, was the proposition contained in the latter portion of the dispatch illegal? Sir B. Walker said: "Viewing all the circumstances of the case, they afford room for the supposition that the vessel is styled a 'tender,' with the object of avoiding the prohibition against her entrance as a prize into our ports, where, if the captors wished, arrangements could be made for the disposal of her valuable cargo, the transhipment of which might be readily effected on any part of the coast beyond the limits of this colony." This had actually occurred. When the *Tuscaloosa* went to Angra Pequina to deposit her cargo, she was followed by the colonial ship *Saxon*, and the result was a most unhappy occurrence, which led to the loss of the life of a British subject. The rules laid down by positive statutes had no bearing whatever upon the rights of a neutral power to vindicate the neutrality of his own territory in any manner he might think fit, whether by the restoration of the vessel to the owner or otherwise. The question involved was not one of law, but of discretion on the part of the neutral power; and he submitted that, although hon. members might reason from analogy if they pleased, the cases of the *Exchange* and the *Santissima Trinidad*, which had been referred to, were altogether foreign to the right possessed by every neutral sovereign to preserve inviolable the neutrality of his own territory. The House would see that it was altogether a fallacy to ascribe the character of a vessel of war to the *Tuscaloosa* when she first came into Simon's Bay. It was true that, when she returned, she had something like an armament and something like a commission; but the question which the House was called upon to consider was not what the *Tuscaloosa* was when she returned, but what was the state of the facts as they stood on the 4th of November.

Sir H. CAIRNS, Q.C., said he was glad the Attorney-General had told the House that they were not required to affirm the conduct of the Government in these transactions; for he believed no member of the House, not even the Attorney-General, who was as bold as any one in the House—not even the Solicitor-General, who was not quite so bold—would say these transactions had been characterised by wisdom. The hon. and learned gentleman proceeded to argue that in a case in which we had been so clearly in the wrong as in that of the *Tuscaloosa*, it was our duty not only to make restitution, but apology and indemnity. Instead of doing that, her Majesty's Government

had only written a despatch directing their subordinates to return the ship. The instructions in question, which he understood the law officers to justify, were such as, unrepealed, might lead as at any time in a war, not only with one of the belligerents, but with any of the neutral powers of Europe. Quoting the proclamation of neutrality issued at the outbreak of hostilities, the hon. and learned gentleman said that it merely warned the belligerents that they were not to bring their prizes into our colonial ports, and argued that if after such notice they seized prizes with the intention of restoring them to the original owners, it would be a gross violation of good faith and international law. He pointed out an inconvenience of such a course in regard to neutrals, in depriving the original owner of a captured prize of the opportunity of going to the prize courts of the captor, and there recovering his ship, with costs and damages, if improperly seized. The neutral owner, he held, would then have a claim upon us for costs and damages, which, if refused, might lead to war with the neutral nation to which he belonged. The fact was, that "Wheaton's Elements" negatived the idea that her Majesty's Government had the right they contended for.

The House then divided. The numbers were—

For going into committee	...	...	219	
Against	...	...	...	185
Majority	...	...	...	—34

The resolution was accordingly lost; and the House went into committee of supply *pro formâ*, and immediately resumed.

Friday, April 29.

SUPERIOR COURTS OF COMMON LAW (IRELAND) BILL.

Mr. O'HAGAN, in asking leave to introduce his bill for the amendment of the process, practice, and mode of pleading in the superior courts of common law at Dublin, referred to the recommendations of the commission appointed for the purpose, and added that the whole bar of Ireland desired an assimilation of the practice of the two countries, with a view not only to the social interests of the people, but the benefit of the profession. If this were done they would have the advantage in both countries of authorities to which the same reference might be made, and they would have the common use of text books which were now in the one country or the other wholly useless. The right hon. gentleman concluded by moving for leave to introduce a bill to amend the process, practice, and mode of pleading in the superior courts of common law at Dublin.

Mr. WHITESIDE would not object to the introduction of the bill, but, unless coerced by the votes of the House, he would never consent to retrograde propositions. There was a general opinion in the profession that the present system of pleading worked well. It facilitated the dispatch of business in the courts, and gave entire satisfaction to all parties. He believed this bill would be the introduction of a system of litigation, delay, and expense such as his right hon. friend did not anticipate. He hoped that the second reading would not be taken for a month.

The motion was then agreed to; and the bill was brought in and read a first time.

Monday, May 2.

CUSTOMS AND INLAND REVENUE BILL.

This bill, as amended, was re-considered. On clause 12, which imposes an *ad valorem* duty of policies of assurance when brought into settlement, measured, not by the present value of the policy, but by the amount of the sum assured,

Mr. MALINS said, that by a decision of the Court of Exchequer it had been held that a policy of assurance brought into settlement was not property, and was not subject to *ad valorem* duty. The right hon. gentleman (the Chancellor of the Exchequer) now proposed to make these policies liable to the duty; but he (Mr. Malins) contended that this was not a reasonable proposal; for where a man on his marriage insured his life for £5,000 and made this a subject of settlement, the policy had then no value whatever, and yet it was to pay the same duty as so much money in the funds. It was true that a proviso had been added to that clause, by which the policy was not made liable to duty unless in the deed of settlement there was a covenant to keep it alive. But in every well-drawn instrument such a covenant was inserted. He proposed an amendment, by which, where a policy of assurance was made the subject of settlement, the *ad valorem* duty would be payable only upon its value at the time of the settlement.

The CHANCELLOR OF THE EXCHEQUER could not accede to the motion, which was unsupported by any strong argument founded upon principle or practice, and which would introduce into the law a most arbitrary and invidious exemption. Where there was no covenant for keeping it alive, it might be fair to exempt the policy from the *ad valorem* duty; but where such a covenant existed, the policy was equivalent to a bond debt against the person who was liable to keep it up. As to the judgment of the Court of Exchequer, the Government were unable to carry it to a superior court upon appeal, or they would have done so. The law officers of the Crown had given it as their distinct opinion that life policies were chargeable with the duty, and the Government had, therefore, continued to charge the duty, thereby challenging the parties upon whom it was levied to re-try the question if they chose. Though in no instance had the judgment of the Court of Exchequer been relied upon, it was felt that a continuance of this state of things was not desirable, and the Government, therefore, now asked Parliament to construe the law in the sense for which they contended. If the law was to be impeached at all, it was because the taxation on settled personalty was exceedingly low as compared with the tax on unsettled personalty. Under all the circumstances, he submitted that the House ought not to agree to the amendment.

Mr. HUNT thought it was very inconvenient to have those discussions on this stage of the bill, but, notwithstanding what had been said by the Chancellor of the Exchequer, he was of opinion that it was desirable the House should adopt the amendment of his hon. and learned friend. He was astonished that the law officers of the Crown should have advised the Government to disregard the decision of a court of law. He made no charge against the law officers of any particular administration, for he did not know under what Government the advice referred to by the right hon. gentleman had been given.

The ATTORNEY-GENERAL thought that the law officers of the Crown were not bound to abide by the decision of a Court whose ruling was not final. He said so without any prejudice or personal feeling, because the present law officers had not been consulted on the point to which his right hon. friend had referred. If a person agreed, by covenant or bond, to pay out of his own assets, say £5000, a charge was made by the state on that covenant or bond, no matter whether the amount covenanted was to be paid after the expiration of several years or the next day. What difference was there between an agreement to pay a sum out of a man's own assets, and one to pay a sum out of funds which a man's executor was to receive from an insurance office?

Mr. HENLEY would put a case. If A. and B. entered into a contract of marriage, and if C., father to A., gave a bond to pay a certain sum of money at his death, the money agreed to be paid was hard money, not coming from A. or B., but from a third party, C. In the case of an insurance, the parties, out of their annual income, contracted to lay by a certain sum, all the product of which was paid to one of them when the other died. It was not by any means the same thing to persons marrying, because in one case they had a sum of money coming to them on bond, and in the other it was their own savings which were taxed. The two things were not the same in reality, and if the hon. and learned gentleman went to a division he should vote with him.

Mr. HADFIELD thought the two cases were not on the same footing, and he should support the hon. and learned member.

Mr. HANKEY thought that if there were to be any exemption, it should be for the bond, which was the less valuable instrument.

Mr. PRICE also thought that if the bond were taxed, the insurance, which was the more valuable instrument, ought to be taxed as well.

Mr. NEATE supported the clause as it stood.

Mr. COLLINS said it was a monstrous proposition to tax a sum of money *in futuro* exactly as if it were in hand. He would support a proposition for the entire omission of the clause.

Sir B. LEIGHTON said that the Attorney-General would get few people to agree with him that it was not the duty of the Government to acquiesce in the decision of a superior court of law until it was reversed, and it was a gross act of tyranny to force the subject not only to go to that Court again, but to appeal to the House of Lords. If the Government were discontented with the law as laid down, it was their duty to come to Parliament.

Sir S. NORTHCOTE thought the two cases were *in pari materiâ*, and could see no reason in making a distinction between them.

The House divided. The numbers were—

Ayes	161
Noes	124
Majority against the amendment.....	—37

Tuesday, May 3.

CAPITAL PUNISHMENT.

Mr. W. EWART moved for the appointment of a select committee to inquire into the expediency of maintaining the punishment of death. He repeated the arguments he had urged upon former occasions, and stated the propositions he meant to submit to the committee, if his motion should be acceded to—a course he deemed preferable to asking the House to pledge itself by a resolution in favour of abolishing the punishment of death.

The motion was seconded by Mr. DENMAN, who, confining himself to the crime of murder, said, if it could be proved that by capital punishment murders had decreased, he should be ready to vote for its retention; but he had good ground for thinking that the effect of capital punishment was not to diminish but to increase crime.

Lord H. LENNOX moved, as an amendment, "that a select committee be appointed to inquire into the operation of the laws relating to capital punishments." He thought the time had arrived for an inquiry into the whole question—into the justice of inflicting the same punishment, and that the greatest of all punishments—for a crime varying so much in its character as murder, and into the present mode of committing the penalty.

The amendment was seconded by Mr. MITFORD.

Alderman ROSE was opposed to the abolition of the punishment of death in cases of premeditated murder, which would be to remove one of the safeguards of society. The hon. member for Tiverton had quoted instances of a number of persons charged with murder who had been acquitted on the ground of insanity. But, then, these persons were sent to a lunatic asylum, and were to be kept there for life. But that was not secondary punishment. If a criminal was sane, and if he did as Mrs. Chisholm and Mrs. May had done, the only safeguard to society was to hang them out of the way, and let society get rid of them.

Mr. NEATE said he did not think that the terms of the motion of his hon. friend (Mr. Ewart) or of the noble lord, would give as comprehensive a scope to the inquiry as the circumstances warranted. The subject of inquiry ought to be not only the law as regarded murder, but also as regarded treason, which had been disposed of in a rather summary way as an offence not likely to occur. He believed that the first effect of doing away with capital punishment might probably be an increase in the number of crimes; but ultimately a decrease in the number was to be anticipated, as the Penal Servitude Commission had shown that generally crime had diminished within the last twenty years, during which period offences had been less severely punished.

Sir G. GREY observed that since Mr. Ewart last brought forward this question (in 1856), considerable changes had taken place in the administration of the law, and capital punishment had been practically limited to the crime of murder. He retained the opinion he had before expressed, that it would not be expedient or safe to abolish capital punishment altogether for grave cases of murder. He believed, in spite of statistics, that this punishment had a deterring effect, and was much dreaded. If, however, the motion and the amendment were both withdrawn, the Government would be prepared to appoint a commission for the purpose.

Mr. BRIGHT observed that the main question raised by Mr. Ewart's motion, was, if an inquiry should be instituted, whether capital punishment should be maintained or abolished, and he thought a committee of that House could take evidence upon this subject as well as a commission. He was still of opinion that capital punishments were of no avail in deterring from crime. Notwithstanding all the ameliorations in our law, we were still the most merciless of Christian countries in reference to this matter. He read replies to inquiries he had made, as to the results of the abolition of the death penalty in some of the States of America, which showed that cases of murder or violence had not increased; that convictions were far more certain, and that the change had been upheld by public opinion.

Mr. NEWDEGATE said that the public would not be a little surprised when they learned that a member of the House of Commons had thought fit to declare that this country was one of the most barbarous in the world. (Mr. Bright.—"I said our law.") That was a most surprising announcement. He deprecated the notion that the laws of this country, with respect to capital punishments, were barbarous. His belief was, that he who deliberately took the life of a man, owed his own to the community which he robbed, and that opinion could be supported, not only upon grounds of abstract justice, but upon the expressed will of the Almighty in the government of mankind.

Mr. GILPIN said there was no ground for accusing the opponents of capital punishment of any sympathy with crime; they were actuated by a sincere desire to advocate that punishment most deterrent from crime. He drew the attention of the House to cases which had not been alluded to, of innocent persons who had suffered death, and by man's weak judgment, had been condemned to a punishment they did not deserve, but which was irrevocable and irreversible.

Mr. ROEBUCK said that the speech of the hon. gentleman ought to have been spoken twenty years ago. He had charged upon the administration of justice, that it put to death people who were believed to be not guilty. That was not true. Could anybody assert that anybody had been hanged within the last ten years who was believed to be not guilty of the crime for which he suffered? He allowed that heretofore the administration of justice in this country had been a bloody administration, but now, as far as regarded the respect for human life, the tendency was entirely in the opposite direction. Notwithstanding the writings of Mr. Dickens and others, who attempted to mislead mankind on this subject, he asserted that it was much more merciful to hang a man at once than to condemn him to insanity, and life-long solitary confinement.

Sir F. CROSSLEY said that capital punishment was no doubt a cheap way of doing away with criminals, but he believed it, at the same time, not to be in accordance with the merciful character of the Christian dispensation, while he was also of opinion that it was not likely to have so much effect in preventing crime as other punishments.

Sir J. WALSH deprecated the introduction into the discussion of the theological argument, on which, he maintained, the House of Commons was not a fitting tribunal to form an opinion. He might, however, incidentally remark, that ever since the foundation of Christianity, capital punishments had been almost universally adopted by mankind.

After some observations by Mr. HIBBERT and Mr. MAGUIRE, the amendment and the motion were both withdrawn.

Mr. NEATE then moved an address to her Majesty, praying that she will be pleased to issue a royal commission to inquire into the provisions and operation of the laws under which the punishment of death is now inflicted in the United Kingdom, and the manner in which it is inflicted, and to report whether it is desirable to make any alteration therein.

The motion was agreed to.

The House then went into committee upon the

PARTNERSHIP LAW AMENDMENT BILL,

but was counted out before any progress had been made.

APPOINTMENTS.

The Lord Chancellor has appointed Mr. CHARLES BEAL to the Clerkship in the Chancery Registrar's Office, vacated by the retirement of Mr. Rich, the Senior Clerk.

At the Court, at Osborne House, Isle of Wight, 26th April, 1864. Present, the Queen's Most Excellent Majesty in Council. This day the Right Hon. Sir JAMES PLAISTED WILDE, Knight, Judge of her Majesty's Court of Probate, and the Right Hon. HENRY AUSTIN BRUCE, M.P., were, by her Majesty's command, sworn of her Majesty's most honourable Privy Council, and took their respective places at the Board accordingly.

IRELAND.

A case of considerable importance and interest—*John Baxter* v. *Sarah Breasland*—came before Robert Andrews, Q.C., LL.D., at the Letterkenny Petty Sessions, on the 19th inst. It was a suit involving the validity of the marriage of the defendant with Alexander Baxter, who died at Letterkenny, in March, 1863, and was brought under the provisions of the Probate Act by the deceased's father, as his sole next of kin, for revoking letters of administration, granted to the defendant, on the representation that she was his lawful widow. The assets being under the value of £200, and the deceased having died in the county Donegal, the Chairman had jurisdiction in the matter, and the only point for determination was the validity of the alleged marriage. The affirmative of the issue in support of the marriage lay on the defendant, who swore to a marriage ceremony about three years ago, performed in the sacristy of the Letterkenny Chapel, between her and de-

ceased, by a Roman Catholic clergyman whom she did not know. She stated that her head was closely covered with her shawl during the ceremony, in order that she might not see the priest, as she said she did not want to know him. She also stated that she was a Roman Catholic, and that deceased had been a Presbyterian, but had gone to chapel with her on two occasions, and had expressed his conversion to the Roman Catholic Church fifteen months before her marriage. The Rev. William O'Donnell, P.P., was examined for defendant, and swore that, on the 29th October, 1860, he married defendant to deceased in the sacristy of said chapel, having first baptized him conditionally as a Roman Catholic. On cross-examination, he admitted that he had never previously spoken to deceased, but believed him to have been a Presbyterian. The plaintiff relied on the statute of the 19 Geo. 2, which declares null and void any marriage by a Roman Catholic priest between a Roman Catholic and a person who hath been or hath professed, within twelve months before, to be a Protestant. The defendant, and also the Rev. John Kinnear, gave evidence as to defendant having been a Presbyterian, and never, to their knowledge, having professed any other religion. The chairman reserved his judgment until the close of the sessions on the 20th, when he pronounced the marriage void, and decreed for revocation of the letters of administration. This decision, if upheld, will completely nullify the practice which has grown up for the purpose of evading the statute in question.

The Board of Trade inquiry into the loss of the *City of New York* steamer commenced yesterday at twelve o'clock, in the County Court House of Cork, before John Louis Cronin, Esq., R.M., assisted by two merchant captains, Messrs. Harris & Crowe, as nautical assessors. Mr. O'Dowd, the solicitor (though he is, in fact, an Irish barrister) of the Board of Trade, opened the proceedings by a very lucid statement of the case; but when the evidence was about to be presented to the Court by Mr. Barnswell, an English solicitor, the solicitors of Cork objected to an English solicitor acting professionally on Irish soil, and the Court, having held the objection good, the case was adjourned until an Irish solicitor and an Irish barrister be employed. This has been for a long time a vexed question between the two countries. The profession, at either side the channel, are very tenacious of their rights. It would seem to be a perfect anomaly in a united kingdom that a legal professional man, practising in one part of it could not practise in the other; and yet the law is so. Many attempts have been made to open the practice in both kingdoms, indiscriminately, to English and Irish lawyers; but they have been resisted most persistently, particularly on this side the Channel, on the ground that it would lead still further to centralisation, and draw Irish legal business in the end to London, to the detriment of the Irish metropolis.

A singular case came before the Master of the Rolls, Dublin, on Wednesday. A tenant claimed a fee-farm grant of premises which he held under a lease dated 1738, containing the strange covenant—no doubt characteristic of Irish life in "the good old times"—that the renewal fine was to be a sum of £15, or a hogshead of "right good claret." The present landlord—rather, we may assume, from a strong veneration for ancient usages than under the influence of the commercial spirit of this degenerate age—elects to have the claret. The choice evinces, if not good taste and a hospitable frame of mind, at least a keen sense of the increased marketable value of the "right good" beverage, the genuine brand being now computed to be worth 100 guineas. Under these circumstances, a nice and delicate question was submitted to the Master of the Rolls—namely, to determine what equivalent sum should be paid by the tenant. Counsel for the tenant contended that the claret should not be of the very highest, nor yet of a low class, but a respectable medium, and that £55 would be enough to pay. Counsel for the landlord submitted that this was quite too small a figure. His Honour, who is, admittedly, "not a bad judge," felt himself unable to decide the point. It is clearly a case to be discussed out of court at a later period of the day.

LAW STUDENTS' JOURNAL.

CANDIDATES WHO PASSED THE FINAL EXAMINATION.

Easter Term, 1864.

Name of Candidates.	To whom articled, assigned, &c.
Arrowsmith, Peter	Thomas Darwell.
Bartley, Reilly Bloxam	Worthington Evans.
Batten, Joseph Childs	Robert Walker Childs.
Blake, Frederick James	Jas. J. Blake; David H. Stone.
Browne, Geo. Franklin, B.A.	John Morris.
Bushby, Wilfred	Thomas Wright.
Churchill, Joseph Bilke	William Chubb.
Clark, William Robert.....	Richd. Sill; Richd. K. Cooper.
Cockayne, Benj. Hawkridge .	Godfrey Heathcote.
Daniell, John Rule	Samuel T. G. Downing.
Davies, Thomas Charles, B.A.	William Sale.
Davies, William Goode	John Fenwick.
Davy, Alfred.....	Bertie Markland.
Davy, James Tresilian	Henry Davy.
Diggles, Alfred	Herbert Sturmy.
Dolby, John	William Howard.
Elkins, Frederick	L. J. Baker (deceased); Joseph Hockley; Wm. B. Young.
Everett, Albert Nelson.....	John Eden.
Farrow, William	Robinson Farrow.
Follett, Charles John, B.C.L..	Winslow Jones.
France, Henry	George Henry Holt.
Gregson, William, jun.	William Gregson.
Gurney, Thomas Benjamin...	Thos. Nelson G. Gurney.
Gutridge, Henry	Peter Wright.
Hansell, Thomas William ...	Henry Hansell.
Harrison, David, jun.	David Harrison.
Haselwood, James Edmund...	Henry Edwards.
Heelis, Thomas William	Thomas Heelis; Edward Worthington, Chas. R. Craddock.
Hibbert, Joseph.....	Joseph Hibbert (deceased); John Hibbert.
Hinchliff, Edwin	Isaac Sewell.
Hughes, Thomas Eady.....	Charles L. Hughes; E. C. T. J. Petgrave; Joseph F. Swann.
Jones, William	William Hughes.
Kenion, John Hamer.....	William Stott.
Kennett, George Buttler	William Holt.
Kensit, George	Thomas Glover Kensit.
Kirsopp, Wm Scurfield.....	William Kirsopp.
Langdale, Arthur	T. Swarbreck; T. Constable.
Lee, Samuel, B.A.....	John Lee.
Macmullen, R. H. Bristow ...	Samuel Cotton.
Maher, Michael.....	George Edmonds.
Mallam, Dalton Robert	Thomas Mallam.
Mason, John	Robert Bendle.
Miller, Albert Hindson.....	Daniel James Miller.
Milton, John Penn	Christopher Childs.
Morgan, William Henry	Sydney Alleyn.
Morris, James Lloyd	W. L. Banks; J. R. Cobb.
Nairne, Percival Alleyn	William Baker.
Packwood, George.....	Richard Boswell Beddome.
Palmer, William Webb.....	William Palmer.
Pearson, A. Gradwell Bagott	Francis Fenwick Pearson.
Perkins, Frederick Robert ...	Thomas Motley Weddall.
Phillips, Edward Cambridge .	Jacob Phillips.
Pike, James Robert	Samuel Benjamin Merriman.
Prest, Charles Henry	Charles James Hampton.
Price, William Powell	Hy. Mayberry; John Williams; Joseph Richard Cobb.
Ritson, Herbert.....	Samuel Simpson.
Roberts, Charles James	John Holgate.
Robinson, Cecil Hawkes	Robert James Dobie; Thomas L. Preston.
Rodgers, Alfred	George Richardson.
Room, Charles Turner	Robt. Watson.
Rutter, Henry, B.A.....	John Champley Rutter.
Simpson, John	Edwd. Waugh; G. C. Bompas.
Southey, Sydney Bentham ...	Thomas Pix Cobb.
Sumner, Edmund	George Fielder.
Tibbits, William	Henry Vickers,
Tinker, John Francis.....	Joseph Rayner.
Vosper, Alfred Samuel Moon.	Charles Willesford.
Welby, Charles Wade	Charles Augustus Welby.
Whateley, Hy. Lawrence, B.A.	John Welchman Whately.
Williams, John Robert.....	Charles William Potts.
Willoby, William	Edward Willoby.
Woolley, Percy	Robert Milligan Shipman.
Young, John Frederick, B.A.	John Young.

EXAMINATIONS AT THE INCORPORATED LAW INSTITUTION.

INTERMEDIATE EXAMINATION.

The Intermediate Examination of articled clerks will be held in the Hall of the Incorporated Law Society, Chancery-

lane, on Thursday, 2nd June. The examination will commence at ten o'clock precisely, and close at four o'clock.

Articles of clerkship (and assignment, if any), with answers to the questions as to due service, according to the regulations approved by the judges, must be left with the secretary on or before Saturday, the 14th May; or if already deposited, they should be re-entered, the fee paid, and the answers completed on or before that day.

Papers will be delivered to each candidate, containing questions to be answered in writing, selected from the works specified by the examiners; and a paper of questions on book-keeping.

Clerks applying to be examined under the 4th section of the Attorneys' Act, 1860, may, on application, obtain copies of the further questions relating to the ten years' service antecedent to the articles of clerkship; and such questions, duly answered, must be left with the articles, &c., on or before the 14th May; but this does not apply to candidates who have already proved to the satisfaction of the examiners the ten years' antecedent service.

Fee, each Term, on articles and testimonials of service, 5s.;—*not* to be sent in postage stamps.

Final Examination.

The final examination for admission as attorney will be held in the Hall of the Incorporated Law Society, Chancery-lane, on Tuesday, 31st May, and Wednesday, 1st June. The examination will commence at ten o'clock precisely, and close at four o'clock each day.

Articles of clerkship (and assignment, if any), with answers to the questions as to due service, according to the regulations approved by the judges, must be left with the secretary on or before Saturday, the 21st May. If the articles were executed after the 1st January, 1861, the certificate of having passed the Intermediate Examination should be left at the same time; and in case they have been already deposited they should be re-entered, the fee paid, and the answers completed on or before that day.

Candidates applying to be examined under the 4th section of the Attorneys' Act, 1860, may, on application, obtain copies of the further questions relating to the ten years' service antecedent to the articles of clerkship; and such questions, duly answered, must be left with the articles, &c., on or before the 21st May; but this does not apply to candidates who have already proved to the satisfaction of the examiners the ten years' antecedent service.

Where the articles have not expired, but will expire during the term, or in the vacation following such term, the candidate may be examined conditionally; but the articles must be left on or before the 21st May, and answers up to that time. If part of the term has been served with a barrister, special pleader, or London agent, answers to the questions must be obtained from them as to the time served with each respectively.

On the first day of examination, papers will be delivered to each candidate, containing questions to be answered in writing, classed under the several heads of—1. Preliminary. 2. Common and Statute Law, and Practice of the Courts 3. Conveyancing.

On the second day, further papers will be delivered to each candidate, containing questions to be answered in—4. Preliminary. 5. Equity, and Practice of the Courts. 6. Bankruptcy, and Practice of the Courts. 7. Criminal Law, and Proceedings before Justices of the Peace.

Each candidate is required to answer all the preliminary questions (Nos. 1 and 4); and also to answer in three of the other heads of inquiry—viz., Common Law, Conveyancing, and Equity. The examiners will continue the practice of proposing questions in Bankruptcy and in Criminal Law and Proceedings before Justices of the Peace, in order that candidates who have given their attention to these subjects may have the advantage of answering such questions, and having the correctness of their answers in those departments taken into consideration in summing up the merit of their general examination.

Fee, each Term, on articles and testimonials of service, 15s.;—*not* to be sent in postage stamps.

QUESTIONS AT THE FINAL EXAMINATION OF ARTICLED CLERKS, FOR EASTER TERM, WITH ANSWERS.

By J. Bradford, LL.B., and Walter Webb,
a Clifford's Inn Prizeman, Solicitors.

II.—Conveyancing.

1. In an ordinary conveyance in fee on sale, by a vendor, whose title is by purchase, by himself, give a concise form, substantially, of covenants for title, binding the heirs of the covenantor, and running with the land.

The covenants for title in such a conveyance would be substantially as follows:—And the said vendor doth hereby, for himself and his heirs, covenant with the said purchaser, his heirs and assigns, that, notwithstanding any act or deed by him the said vendor to the contrary, he hath good right to grant the said hereditaments to the uses and in manner aforesaid; and that the said purchaser shall at all times hereafter peaceably enjoy the said hereditaments, without interruption from or by the said vendor, or any person claiming by through, under, or in trust for him, free and clear from all incumbrances created or occasioned by the said vendor; and also that he the said vendor, and every person claiming as aforesaid any estate in the said hereditaments, will from time to time hereafter, at the request and costs of the said purchaser, his heirs and assigns, execute or cause to be executed, every such further assurance as he or they shall require.

2. Give a concise form, in substance, of an assignment of a life policy, on sale or mortgage, including the necessary power of attorney, and say what further act is necessary to give it effect.

Exordium, date, parties, recitals, testatum whereby the assignor assigns the policy, and the sum thereby secured, &c., together with full power to ask, demand, sue for, recover, and receive, and give effectual receipts for said moneys in the name or names of assignor, his executors or administrators, or otherwise habendum to assignee, subject to proviso for redemption, which follows. Covenant by assignor for payment of mortgage money and interest, not to vitiate policy, to pay premiums, if he makes default for mortgagee to keep up policy, and add payments, &c., and usual covenants for title and power of sale on default. Notice should be given to the office.

3. Give a succinct form, in substance, of a grant in fee, *de novo*, of an easement—for instance—a right of passage of water, or other easement, with the proper covenants on the part of the grantee in respect of the easements granted.

Same as in last answer down to testatum, whereby the grantor grants and confirms unto grantee, his heirs and assigns, full right and liberty to make, and for ever maintain, a drain or water-course through the lands of the grantor situate [here describe lands and course of drain, referring to marginal map], and for that purpose to enter on land, &c., and to use drain for purpose of watercourse. Habendum all and singular the rights, easements, and premises, unto and to the use of grantee, his heirs and assigns. Covenants by grantee to execute works properly to complete them by a given day, to prevent the drain from becoming a nuisance, and pay damages and reserved rent, if any.

4. May a rent-charge be granted in fee, or limited by way of use in fee; is it, or not, necessary, or usual, to give a power of distress, and what, if any, other power for securing payment? Give briefly, but substantially, the form of such a grant.

A rent-charge may be granted in fee or limited by way of use in fee, it is usual to give a power of distress, although not necessary (4 Geo. 4, c. 28, s. 5). A power to enter and receive the rents, in case of default in payment, is frequently inserted. The testatum of such a grant might be:—He, the said grantor, doth hereby grant unto the said grantee, his heirs and assigns, a clear yearly rent to be charged upon and issue out of all that, &c., to have, hold, receive, and take the said rent,—with the usual powers of distress and entry, as above.

5. Does, or not, the clause for the indemnity and re-imbursement of trustees, in the Law of Property Act, 1859, in practice, dispense with any express clause for that purpose, giving any explanations?

Cases frequently occur in which special indemnity clauses are requisite; as, where it is desirable, from the nature of the trust, that trustees should be authorized to dispense, wholly or partially, with the investigation of the lessor's title to leaseholds, or to accept less than a strictly marketable title to freeholds, without being responsible for loss occasioned thereby. So, also, where it is intended that the trust affairs should be principally managed by one or more of the trustees, it is proper to provide for such an arrangement by a special clause of indemnity to the other or others. Where a solicitor is appointed trustee, it is convenient to insert a special clause authorising him to make the usual professional charges in relation to business connected with the trust estate.

6. Does, or not, the provision of the Trustee Act, 1860, making the receipt of a trustee for money payable to him in the exercise of any trust or power, a discharge from liability to see to the application, in practice, supersede the necessity or expediency of any express clause, giving reasons or remarks?

The Act does nothing more than discharge the *bonâ fide* payer from seeing to the application, or being answerable for the misapplication of the money paid. He must still ascertain that the payment is made to the proper person, and that the events have happened on which the power of sale, &c., was to become exerciseable. If it is wished to relieve the person paying from such responsibility, an express clause is required. It has been suggested that the usual receipt and trustee clauses should not, in reliance upon the statutory provisions, be omitted from an instrument relating to property abroad or in the colonies.

7. In the case of a settlement or will, not negativing the powers or incidents of the Trustee Act, 1860, does, or not, the Act confer sufficient powers for the appointment of new trustees, so as in practice to supersede express powers, or what, if anything, is still necessary to be expressed in order to give the power its due effect?

In the great majority of cases, the powers given by the Act are sufficient; where, however, as is sometimes the case, it is desired to confer the power of appointing new trustees on the widow or other member or members of the family of the testator or settlor, a special provision must be made. It may also be noticed that the powers in the Act do not apply to the case of a trustee residing abroad, nor to that of all the trustees retiring simultaneously, nor to the case of there being two sets of trustees acting under one instrument, nor does it provide for the increase or diminution of the number of the trustees. These latter objections, however, appear to be of comparatively little importance.

8. State in substance the power of sale, by the Trustee Act, 1860, incident to all mortgages, and say how far it is expedient in practice to rely on the statutory power, or to give express power, and, in case of express power, in what event would you make it arise, and in what way make it unimpeachable by default of notice, or other irregularity?

The 11th section of the Act referred to provides that, where any principal money is secured by deed on any hereditaments, the person to whom the money is payable, after one year from the time fixed for payment, or after any interest shall have been in arrear for six months, or after default, in payment of premium on any insurance which, by terms of deed, ought to be paid by owner—may sell by public auction or private contract, and give receipts which shall be good discharges to purchaser. Six months' notice in writing is to be given to the person or one of persons entitled, or affixed on some conspicuous part of the property. It is the general opinion in the profession that it is inexpedient to rely on the statutory power. In the case of an express power, it might be made to arise immediately on the estate of the mortgagee becoming absolute at law, or after such notice as might be agreed on between the parties. Default of notice, or other irregularity, is guarded against by a provision that the title of a purchaser shall not be invalidated thereby.

9. Where trust money is lent on mortgage, is it expedient to keep the trust out of sight, and, if so, why, only declaring that the money belongs to a joint account, bearing in mind the provision of the Law of Property Act, 1859, making effectual the receipt of a trustee for mortgage money, giving your reasons?

Before the Act in question, it was expedient, in lending trust money on mortgage, not to refer to the trust, as such express notice thereof imposed on the mortgagor, when paying off the mortgage debt, the liability to see that the money paid was duly applied. Although the Act has removed such liability, it has not *thereby* made it expedient to refer to the trust in such a mortgage deed, and, unless such reference were positively advantageous, it ought not to be inserted.

10. What are the prominent disadvantages of a second mortgage, especially in the event of foreclosure or sale, and considering the danger of tacking, giving reasons, and describing what tacking is?

A second mortgage is disadvantageous, because the legal ownership of the property, and the right to hold the title deeds, is in the first mortgagee. In the event of a foreclosure suit by the first mortgagee, the second must redeem, perhaps at great inconvenience to himself, or lose the benefit of the security altogether. In the event of a forced sale he may lose the benefit thereof in whole or in part in consequence of the property producing less than its real value; and, even if he is paid all that is due to him, he is subject to the inconvenience of finding a new investment. A second mortgagee is also exposed to the danger of losing the benefit of his security, if a third person makes his advances on the property without notice of the second mortgage, and afterwards takes a transfer to himself of the first mortgage, whereby he is entitled to tack the third mortgage to the first, and postpone the claim of the second to both.

11. State fully the four several periods for either of which a trust for accumulation of the profits of real or personal estate is lawful, or state either of them correctly.

The four periods referred to are fixed by the Thellusson Act (39 & 40 Geo. 3, c. 98), whereby it is provided that no person should settle or dispose of any real or personal property so that the rents or profits thereof should be wholly or partially accumulated for any longer term than—(1), the life or lives of any such grantor or grantors, settlor or settlors; *or* (2), the term of twenty-one years from the death of such grantor, settlor, devisor, or testator; *or* (3), during the minority or minorities of any person or persons who should be living at the time of the death of such grantor, &c.; *or* (4), during the minority or respective minorities only of any person or persons who would for the time being, if of full age, be entitled to such rents and profits so directed to be accumulated.

12. In case of a charge by will, coming into operation since the Law of Property Act, 1859, of debts or legacies, who is clothed with power to raise the money necessary for that purpose, and by what means?

By sections 14, 15, and 16 of the Act referred to, it is enacted that money so charged, in the absence of express provision for raising the same, may be raised by the devisee or devisees in trust of the property charged, by sale or mortgage; or by the person or persons in whom the estate devised shall for the time being be vested, subject to the said trust. And in case the property so charged shall not have become vested in any trustee or trustees, the executors for the time being of such will shall have the like power of raising the money so charged.

13. In regard to the Act of 1861, "To amend the law with respect to the wills of personal estate made by British subjects," in case of the will of a British subject, made *out of* the United Kingdom, dying after that Act, by the rule of what country must the will be executed? And in that respect is there any, and what option? And is, or not, the will of a British subject, made *in* the United Kingdom, affected by his domicile?

By the Act in question the will of a British subject, made out of the United Kingdom, dying after that Act, shall be held to be well executed if made according to the forms required by the law: (1), of the place where the same was made; or (2), of the place where such person was domiciled when the same was made; or (3), of that part of her Majesty's dominions where he had his domicile of origin. The same Act provides that a will made by a British subject *in* the United Kingdom, whatever may be the domicile of the person making it, shall be valid if made according to the forms required by the laws of that part of the United Kingdom in which the same is made. But nothing in the Act is directly to invalidate wills which would have been valid if it had not been passed.

14. What is the power of disposition given to the wife with concurrence of the husband, over the wife's future or reversionary interest in personal estate, by the Act affecting instruments made after the year 1857, and how to be exercised? And what are the rights of husband and wife surviving respectively, in such property, not so disposed of?

The power of disposition, given to the wife by the Act commonly known as Mr. Malins' Act, is a power to dispose by deed of such an interest, such deed is to be separately acknowledged by her in the manner required by the Act for the Abolition of Fines and Recoveries.

15. So far as a voluntary settlement is voidable under the statute of Elizabeth, state under what circumstances of indebtedness, and in respect of its existing at the time, or arising subsequently, such a settlement is liable to be set aside, and does the law extend to a settlement of personal as well as real estate?

A voluntary settlement of real or personal estate is voidable by creditors under the statute 13 Eliz., if made by a person insolvent at the time of making it—and by statute 27 Eliz., a voluntary settlement of lands and other hereditaments, is void against subsequent purchasers for valuable consideration; but the latter Act does not apply to purely personal estate. As to the extent of indebtedness, if the grantor, after making the voluntary conveyance, has not left sufficient to pay all his just debts, it will be liable to be set aside.

From the pressure on our space this week, we are compelled to hold over several valuable contributions.

COURT PAPERS.

QUEEN'S BENCH.

This Court will, on Tuesday, the 10th, and Wednesday, the 11th days of May, hold sittings, and will proceed in disposing of the business then pending in the new trial, special, and Crown papers, and will also give judgment in cases then standing for judgment.

BAIL COURT.

One of the learned judges will sit in the Bail Court during the four last days of term, to take motions and rules of which a list has been made.

PUBLIC COMPANIES.

BILLS IN PARLIAMENT.

We understand that application is about to be made to Parliament, in the present session, for leave to bring in a bill for the appointment of commissioners for the assessment of damages, compensation, and purchase-money, in respect of the inundation caused by the giving way of the embankment of one of the reservoirs of the Sheffield Waterworks Company; for regulating proceedings in case of disputed claims and title to compensation; for authorising the company to raise further sums of money, and for altering or increasing the rates authorised to be taken by the company. The bill will be promoted by the company as a local Act.

PROJECTED COMPANIES.

The British and South American Steam Navigation Company (Limited).

Capital, £1,000,000, in shares of £20 each. First issue, 25,000 shares.

Bankers—The North and South Wales Bank, Liverpool; and its several branches; London: The European Bank (Limited); Manchester: The Union Bank of Manchester (Limited).

Solicitors—Liverpool: Messrs. Littledale, Ridley, and Bardswell, Brown's-buildings; London: Messrs. Mercer & Mercer, Mincing-lane.

Secretary, *pro tem.*—J. S. Craig, Esq.

Temporary Offices—Liverpool: 4 and 5, Brown's-buildings; London: 3, East India-avenue, Leadenhall-st, E.C.

This Company has been formed to establish a line of Steam Communication between England, Brazil, the River Plate, and the west coast of South America, *via* the Straits of Magellan.

The company will commence operations with six screw steamships of 2,200 tons and 300 horse power each (having capacity for 2,000 tons cargo, thirty-five days fuel, and accommodation for fifty to seventy first, and a similar number of second, class passengers), leaving Liverpool and Falmouth once a month, calling at Bahia, Rio Janeiro, and Monte Video (taking goods and passengers for Buenos Ayres), thence proceeding, *via* Straits of Magellan, to Valparaiso and Lima.

Arrangements will be made to take cargo to and from Arica, Islay, and other ports on the west coast.

The Italian Credit Association (Limited)

Capital, £3,000,000, in 60,000 shares of £50 each (with power to increase).

First issue, 30,000 shares, of which 10,000 have already been subscribed.

Bankers—The City Bank, Threadneedle-st; North and South Wales Bank, Liverpool; Mercantile and Exchange Bank, Liverpool.

Solicitors—Messrs. Edwards & Co., Westminster; Messrs. Littledale, Ridley, & Bardswell, Liverpool.

Secretary (*pro tem.*)—Henry J. Moberly, Esq.

Temporary offices—90, Gresham House, Old Broad-street.

The object of this association is to promote and encourage the monetary, financial, and industrial undertakings of the kingdom of Italy.

In the multiplicity of new banks now springing into existence, we notice that two of the most prosperous of the old ones evidently have a desire to afford increased accommodation to lawyers, and to covet their accounts. The London and County Bank have opened a branch in Holborn, under the management of Mr. Sykes, late of the Westminster Bank; and the Union Bank have commenced the erection of a new building in Carey-street, corner of Chancery-lane, and, we understand, hope to have it completed by Christmas next.

The commander and officers of the Confederate screw steamer *Georgia*, now lying in one of the Birkenhead docks for the purpose of being sold, were, on Tuesday, May 3, entertained at dinner by the Liverpool Southern Club. It is supposed that an effort will be made to retain the crew to man the *Alexandra*.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

ARUNDEL—On April 15, at Tanshelf Lodge, Pontefract, the wife of Alderman Arundel, Esq., Solicitor, of a daughter.

ASPINALL—On May 3, at 27, Lowndes-street, Belgrave square, the wife of Robert Augustus Aspinall, Esq., of a daughter.

BRADLEY—On April 27, at 59, Blessington-street, the wife of William C. Bradley, Esq., Solicitor, of a son.

CAINE—On March 6, at Swatow, China, the lady of George Whittingham Caine, Esq., H. B. Majesty's Consul, of a daughter.

HOYLE—On April 30, at Eastwood Lodge, Rotherham, the wife of Fretwell W. Hoyle, Esq., Solicitor, of a daughter.

SARGEAUNT—On May 2, at Stanwick, Northamptonshire, the wife of J. B. Sargeaunt, Esq., of the Inner Temple, Barrister-at-Law, of a son.

MARRIAGES.

CHAUNCY—POWNALL—On April 28, at Reigate, Charles A. W. Chauncy, Esq., of 11, Howley-place, Maida-hill West, second son of the late Rev. Charles Chauncy, vicar of St. Paul's, Walden, Herts, to Kate, second daughter of William Pownall, Esq., of Reigate, and of Staple-inn.

GODDARD—MOORE—On April 28, at Lymington, John Bedloe Goddard, Esq., of her Majesty's Consulate, China, to Emily, eldest daughter of E. H. Moore, Esq., Solicitor, Lymington, Herts.

KINGLAKE—KINGLAKE—On April 27, at Monkton, near Taunton, the Rev. F. C. Kinglake, eldest son of Mr. Serjeant Kinglake, M.P., to Rosa Christina, second daughter of the Rev. W. C. Kinglake, rector of Monkton.

LASSEN—AITKEN—On April 28, at 6, North Fort-street, Leith, C. Lassen, Esq., Merchant, Leith, to Catherine Gibson Aitken, only daughter of Robt. Gunn, Esq., Solicitor.

LITTLE—HOLDRIGHT—On May 7, at Kingstown, the Hon. Philip Francis Little, Judge of the Supreme Court, Nowfoundland, to Mary Jane, only daughter of Edward Holdright, Esq., Grosvenor-terrace, Monkstown.

POWNALL—BUTLER—On April 28, at Reigate, Henry S. Pownall, of Queen's-road, Regent's-park, and Staple-inn, Solicitor, to Emma, youngest daughter of the Rev. W. H. Butler, D.C.L., of Reigate.

FORSYTH—SHAW—On April 28, at St. Peter's Church, Dublin, Elizabeth Ellen, daughter of the late Charles Shaw, Esq., to Joseph Forsyth, Esq., Solicitor, Dublin.

SKINNER—CHAPLIN—On April 30, at Marylebone, John Edwin Hilary Skinner, Esq., of Lincoln's-inn, Barrister-at-Law, to Louisa Sarah, second daughter of the late John Clarke Chaplin, of Tunbridge, and formerly of Edgbaston, Warwickshire.

DEATHS.

BROWN—On Feb. 12, at Brisbane, aged 40, William Anthony Brown, Esq., Sheriff of the colony of Queensland, and Police Magistrate at Brisbane.

CROSS—On April 2, at Bath, aged 82, Lady Cross, relict of the late Sir John Cross, Chief Judge of the Court of Review in Bankruptcy.

CHURCHILL—On April 28, Ann Oldfield, widow of the late James Churchill, Esq., Town Clerk of Poole, Dorset.

GLEN—On April 26, at 23, Lloyd-square, London, Edith Cunningham, the infant daughter of W. Cunningham Glen, Esq., Barrister-at-Law.

KIRKLAND—On April 6, at New York, in the 64th year of her age, Mrs. Caroline Matilda Kirkland, widow of the late Professor William Kirkland, Esq.

PASCOE—On April 28, at Barnstaple, Susanna Emm, wife of John Bennet Pascoe, Esq., Solicitor.

SEARLE—On Feb. 28, at Victoria, Vancouver Island, aged 18 years. Henry Searle, the youngest son of the late John Clark Searle, Esq., Barrister-at-Law.

SLEAP—On April 27, at the Guildhall, in the city of London, suddenly, Jonathan Thomas Sleap, Esq., of the Grot, Ealing, Middlesex, and Middle Temple-lane, London, Solicitor, in his 73rd year.

TASKER—On April 26, in his 62nd year, John Tasker, Esq., late of the Magistrate's Office, Liverpool.

LONDON GAZETTES.

Friendly Societies Dissolved.

FRIDAY, April 29, 1864.

Atherstone—Victoria Club. April 23.
Soho, Middlesex—Operative Masons. April 26.
Upper Whitecross-st, Middlesex—Amicable. April 25.

Meetings for Change to Arrangement.

FRIDAY, April 29, 1864.

Mills, Thos, St Marylebone, Glass-stainer. Bkpt, April 6. Mtng, May 24 at 11, at the Court in London.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, April 29, 1864.

Ardern, Jas, Penketh, Lancaster, Brewer. June 21. Ward, Prescott.
Ardern, John, Penketh, Lancaster, Brewer. June 21. Ward, Prescott.
Burrows, Jas, Bristol, Licensed Victualler, & Harriett Burrows, Widow. June 24. Hobbs, Bristol.
Chapman, Nicholas, Norton, Durham, Innkeeper. June 30. Newby & Co, Stockton.
Dodd, Chas, Kirton, Lincoln, Farmer. May 18. Rice & Wighton, Boston.
Frank, Edwd, Rhydaire, Salop, Gent. May 23. Davies, Oswestry.
Glasspoole, Hy, Ham, Surrey. June 2. Bell, Abchurch-lane and Kingston-on-Thames.

Harris, Saml Smith, Leicester, Gent. June 15. Stone & Co, Leicester,
Hatton, Maria, Gt Crosby, Lancaster, Spinster. June 2. Lace & Co, Lpool.
Hube, John Nicholas, Holland-st, North Brixton, Newsagent. June 20. Blakeley & Beswick, Nicholas-lane, Lombard-st.
Humfrey, Rebecca, Leicester, Widow. June 24. Ingram, Leicester.
Inchbald, Chas, York, Yeoman. Aug 27. Hirst & Capes, Boroughbridge.
Knight, Eliz, Kingston-upon-Hull, Widow. July 1. Atkinson, Hull.
Markland, Bertie, Leicester, Esq. June 15. Stone & Co, Leicester.
Rothery, Wm, Arundel-st, Strand, Esq. June 18. Bailey & Co, Berners-st.
Ruskin, John Jas, Billiter-st, London. June 24. Rutter, Ely-pl.
Selby, John Baseley, Pilton, Northampton, Gent. May 31. Archbould, Thrapstone.
Stanley, Richd Ireland, Cecil-st, Strand, Captain, E.I.S. June 1. Sweetland, Alderman's-walk.
Watson, Thos, Isle of Ely, Farmer. June 6. Willders, Whittlesey.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, April 29, 1864.

Barkworth, Alf, Dover, Esq. May 10. Barkworth v Henderson, V.C. Wood.
Brearley, David, Westgate, Bradford, Shoemaker. May 23. Brearley v Brearley, V.C. Stuart.
Christian, Wm, Leicester, Farmer. May 30. Coleman v Allen, V.C. Stuart.
Cristall, Joseph, Rotherhithe, Shipbroker. May 23. Tarver v Cristall, M.R.
Deere, John Morgan, Lincoln's-inn-fields, Gent. May 4. Ancona v Robinson, V.C. Stuart.
Osborn, Ann, Lyme Regis, Widow. May 23. Osborn v Osborn, M.R.
Robinson, Thos, Lower Norwood, Gent. May 23. Compton v Portal, M.R.
Spenlove, Mary, Abingdon, Brewer. May 11. Waite v Morland, V.C. Wood.

Assignments for Benefit of Creditors.

FRIDAY, April 29, 1864.

Hodges, Isaac, Benj Gibbon Hodges, & Thos Hodges, Milford Haven, Drapers. April 1. Lawrance & Co, Old Jewry-chambers.
Morgan, Stephen, Newport, Provision Dealer. April 1. Blakey, Newport.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, April 29, 1864.

Austin, John Chas Quinnell, High-rd, Knightsbridge, Grocer. April 4. Conv. Reg April 26.
Bailey, Hy, Newland-ter, Kensington, Watchmaker. April 25. Asst. Reg April 28.
Brown, Jas Duffes, North Shields, Agent. April 16. Comp. Reg April 28.
Buckland, Hy, Crawford-st, Upholsterer. April 1. Comp. Reg April 26.
Bull, Thos, Icknield-st West, Birm. April 7. Conv. Reg April 28.
Byrne, Dennis, Lpool, Shoe Manufacturer. April 25. Conv. Reg April 28.
Day, Edwd, Mare-st, Hackney, Draper. April 12. Conv. Reg April 28.
Glover, Wm, York, Manufacturer. April 18. Comp. Reg April 29.
Goodman, Joseph, Cornwall-rd, Blackfriars, Wheelwright. April 11. Comp. Reg April 27.
Gover, Geo Smith, Winchester, Surveyor. April 27. Comp. Reg April 27.
Gimson, Luke, & Chas Gimson, Leicester, Hosiery Manufacturer. April 5. Conv. Reg April 29.
Harding, Jas, High-st, Camden-town, China and Glass Dealer. April 20. Comp. Reg April 26.
Hart, Martin, Leeds, Draper. March 31. Asst. Reg April 27.
Hellawell, John, Huddersfield, Draper. April 6. Conv. Reg April 28.
Hodges, Isaac, Benj Gibbin Hodges, & Thos Hodges, Milford Haven, Drapers. April 1. Comp. Reg April 27.
James, Herbert, Bridgend, Glamorgan, Grocer. April 1. Comp. Reg April 28.
Jeffery, Wm Abbott, Plymouth, Watchmaker. March 31. Comp. Reg April 28.
Lawrence, Geo, Cardington-st, Hampstead-rd, Clerk. April 1. Comp. Reg April 29.
Lawrence, Wm, Cardington-st, Hampstead rd, Clerk. April 1. Comp. Reg April 29.
Lawrence, Thos Hanton, Wilson-st, Finsbury, Wheelwright. April 2. Comp. Reg April 27.
Messenger, Joseph, Mirfield, York, Builder. April 8. Conv. Reg April 28.
Meyer, Myer Hy, Houndsditch, Dealer in Fancy Goods. April 5. Comp. Reg April 27.
Page, Wm Augustus, Godalming, Manager to the West Surrey Tanning Co. April 27. Comp. Reg April 28.
Perkins, Wm, Coventry, Ribbon Manufacturer. April 25. Comp. Reg April 26.
Scarbrough, John, & Walter Tadman, Kingston-upon-Hull, Merchants. April 25. Comp. Reg April 28.
Shaw, Angus, Sunderland, Corn Merchant. April 1. Conv. Reg April 27.
Sheffield, Joseph, St. Ann's-pl, Limehouse, Wine Merchant. April 22. Comp. Reg April 27.
Shelton, Geo, Nottingham, Hosiery Manufacturer. April 2. Conv. Reg April 28.
Soden, Mary, Coventry, Widow, Spirit Merchant. April 2. Conv. Reg April 28.
Stanton, Thos, Nottingham, Grocer. April 6. Conv. Reg April 27.
Templeman, Matthew, York, Draper. April 1. Conv. Reg April 28.
Walker, Chas, Lincoln, Wine Merchant. March 31. Conv. Reg April 27.
Wilks, Edwin, Cheltenham, Trunk Maker. March 29. Conv. Reg April 26.
Williams, John, Cross Cheaping, Coal Dealer. April 25. Comp. Reg April 26.

Bankrupts.

FRIDAY, April 26, 1864.

To Surrender in London.

Anderson, Wm, Broad-st, Ratcliffe, Plumber. Pet April 25. May 17 at 2. Fisher, Camberwell New-rd.
Bowden, Emma, Orchard-st, Kentish-town, Licensed Victualler. Pet April 26. May 17 at 2. Parker, jun, Bedford-row.
Bowen, John, Little King-st, Camden-town, Calico Glazer. Pet April 21. May 10 at 2. Aldridge.
Bowen, Wm Joseph, Cambridge-cottages, Walthamstow, Builder. Adj April 21. May 10 at 12. Aldridge.
Bower, Julius Tate, Alexander-ter, Stockwell, Accountant. Pet April 23. May 10 at 11. Heath, St Helen's-pl.
Boyton, Jas, Upper Rosoman-st, Clerkenwell, Manufacturing Silversmith. Pet April 27. May 10 at 1. Marshall & Son, Hatton-garden.
Bradbury, Wm, Bicester, Baker. Pet April 27. May 10 at 12. Lawrence & Co, Old Jewry-chambers.
Burtwell, Chas, Old Kent-rd, Plumber. Pet April 25. May 17 at 2. Simpson, Southwark.
Clark, Martha, Sussex-ter, Camden New Town, Amanuensis. Pet April 21 (for pau). May 10 at 12. Aldridge.
Dawes, Geo Saml, Binfield-rd, Stockwell, Station Master. Pet April 27. May 17 at 2. Greig, Verulam-bldgs.
Dohoo, Godfrey Cornelius, Chelmsford-ter, Harrow-rd, Middlx, Transfer Agent. Pet April 25 (for pau). May 10 at 11. Aldridge.
Fletcher, Hy, Wood-st, Cheapside, Comm Agent. Pet April 23. May 10 at 1. Sheppard & Riley, Moorgate-st.
Flood, Thos Baker, Bolsover-st, Portland-rd, Mineral Water Manufacturer. Pet April 27. May 17 at 12. Hill, Basinghall-st.
Gibson, Fredk, Mary Ann-pl, Old Ford, Baker. Adj April 21. May 10 at 2. Aldridge.
Grainger, Jas, Tower st, Westminster-rd, Grocer. Pet April 26 (for pau). May 30 at 11. Aldridge.
Hasler, John, Elm-grove, Walthamstow, Lighterman. Adj April 21. May 10 at 2. Aldridge.
Hollis, Wm, Middle-row, Goswell-st, Beershop Keeper. Adj April 21. May 10 at 12. Aldridge.
Holloway, Thos, Cross-lane, St Giles, Licensed Victualler. Pet April 23. May 17 at 11. Batt, Dyers'-hall, City.
Hotham, Richd Hy, Thames Ditton, Surrey, Surgeon. Pet April 27. May 17 at 12. Lewis & Lewis, Ely-pl.
La Fia, Jas, Wisbeach, Tailor. Pet April 13. May 10 at 2. Turner & Hardwick, Aldermanbury, for Miller & Co, Norwich.
Leeds, Robt Johnston, Woolwich-rd, New Charlton, Timber Merchant. Pet April 25. May 10 at 12. Carr, Moorgate-st.
Locke, Joseph, Lessada-st, Bethnal-green, Mason. Pet April 25 (for pau). May 30 at 11. Aldridge.
Michael, Reuben, Drum-yard, Whitechapel, General Dealer. Pet April 25. May 30 at 11. Drew, New Basinghall-st.
Nash, Wm, Merton, Surrey, out of business. Pet April 26. May 17 at 11. Peverley, Coleman-st.
Ridgway, John Chas, Upper Park-st, Islington, Comm Agent. Adj April 21. May 10 at 2. Aldridge.
Rowland, Walter, Swallow-st, Piccadilly, Tailor. Adj April 21. May 10 at 1. Aldridge.
Rumney, John, Upper Clapton, Tailor. Pet April 26. May 10 at 1. Marshall, Hatton-garden.
Shears, Robt, Kew-rd, Richmond, Fishmonger. Pet April 23. May 10 at 11. Hagues, Southampton-bdgs.
Smyth, Geo, Brandeston, Suffolk, Farmer. Pet April 25. May 10 at 1. Dynes & Harvey, Lincoln's-inn-fields, and Barclay, Wickham Market.
Sutton, Wm, Bartlett's-passage, Fetter-lane, Printer. Pet April 27. May 10 at 1. Wilkin, Tokenhouse-yard.
Stanhope, Fredk, Grove-villas, Homerton, Stationer. Pet April 21. May 10 at 2. Aldridge.
Steel, Hy, Devonshire-pl, Commercial-rd, Packing-case Maker. Pet April 25 (for pau). May 17 at 11. Aldridge.
Vogel, Louis Francios, Union-st, Southwark, Comm Agent. Pet April 26 (for pau). May 17 at 11. Aldridge.
Way, Wm Philip, Andover-rd, Hornsey, Builder. Adj April 21. May 10 at 2. Aldridge.
Wright, Thos Francis, Hanover-st, Pimlico, Sub Editor. Adj April 20. May 10 at 2. Aldridge.

To Surrender in the Country.

Andrews, Chas, Bampton, Oxford, Butcher. Adj April 13. Oxford, May 11 at 10. Kilby, Banbury.
Barker, John, Howden, York, Coach Builder. Pet April 27. Leeds, May 18 at 11. England, Howden, and Cariss & Tempest, Leeds.
Bastin, John, Plymouth, Provision Merchant. Pet April 25. East Stonehouse, May 11 at 11. Fowler, Plymouth.
Baugh, John, Malins Lee, Salop, Forge Roller. Pet April 25. Madeley, May 14 at 12. Walker, Wellington.
Bebb, Edwd, Kerry, Montgomery, Wheelwright. Pet April 25. Newtown, May 13 at 11. Jones, Newtown.
Blackshaw, Jas, Doncaster, Grocer. Pet April 22. Doncaster, May 13 at 12. Woodhead, Doncaster.
Bottomley, John, Saddleworth, York, Woollen Manufacturer. Pet April 20. Manch, May 10 at 12. Shipman & Co, Manch.
Brittain, Wm, Monkwearmouth Shore, Durham, Grocer. Pet April 25. Durham, May 17 at 2. McRae, Sunderland.
Brown, Wm, Sheffield-rd, nr Barnsley, Watchmaker and Jeweller. Pet April 25. Barnsley, May 10 at 10. Hamer, Barnsley.
Chune, Thos, Shrewsbury, Timber Merchant. Pet April 26. Birm, May 11 at 12. James & Griffin, Birm.
Clark, John, Thoverton, Licensed Victualler. Pet April 26. Tiverton, May 10 at 11. Floud, Exeter.
Cookson, Joseph, Hoylake, Chester, Publican. Pet April 22. Lpool, May 12 at 11. Tyrer, Lpool.
Cooper, Matthew, Exeter, Accountant. Pet April 27. Exeter, May 11 at 11. Campion, Exeter.
Doyle, Michl, Birkenhead, Coal Dealer. Pet April 27. Lpool, May 13 at 11. Smith, Lpool.
Drake, Wm, Heely, nr Sheffield, Mineral Merchant. Adj April 18. Leeds, May 12 at 12.30. Carrick, Shhffield.
Donerley, Hugh, Lpool, Hatter. Pet April 25. Lpool, May 10 at 3. Husband, Lpool.
Evans, Robt, Abergavenny, Innkeeper. Pet April 26. Abergavenny, May 10 at 12. Sayce.
Fewins, Levi, Exeter, Grocer. Pet April 27. Exeter, May 11 at 11. Fryer, Exeter.
Fitton, Thos, Evesham, Worcester, Miller. Pet April 25. Birm, May at 12, Birch, Evesham, and Wright, Birm.

Foreman, Jas, Norwich, Butcher. Pet April 27. Norwich, May 11 at 11. Rackham, Norwich.

Hartley, Geo, Horton, nr Bradford, Milliner. Pet April 28. Leeds, May 18 at 11. Barret, Bradford, and Cariss & Tempest, Leeds.

Herring, Jas, Handsworth Woodhouse, nr Sheffield, Tailor. Pet April 27. Sheffield, May 12 at 1. Mason, Sheffield and York.

Hemingway, Chas Benj, Derby, Painter. Pet April 25. Derby, May 12 at 12. Gamble, Derby.

Higinbottom, Wm, Hyde, Bobbin and Skewer Manufacturer. Pet April 27. Hyde, May 11 at 12. Grundy, Manch.

Hindley, Chas Edwin, Wellington, Salop, Grocer. Pet April 18. Birm, May 11 at 12. Brittan & Sons, Bristol.

Humberston, Edwd, Nottingham, Agent. Pet April 26 (for pau). Nottingham, May 25 at 11. Maples, Nottingham.

Jackson, Herbert Martin, Coventry, Silk Throwster. Pet April 22. Birm, May 9 at 12. James & Griffin, Birm.

Lamb, Wm, Newark, Cattle Dealer. Pet April 26. Nottingham, May 25 at 11. Maples, Nottingham.

Leek, Robt, Lpool, Wood Hoop Maker. Pet April 27. Lpool, May 13 at 11. Smith, Lpool.

Long, Jas, Watchet, Somerset, Butcher. Pet April 26. Exeter, May 10 at 11. Taunton, Taunton, and Clarke, Exeter.

Metcalf, John Ellis, Lpool, Butcher. Pet April 26. Lpool, May 11 at 3. Anderson, Lpool.

Naylor, Hy Chas, Hoyland, York, Butcher. Adj April 18. Leeds, May 12 at 12.30.

Oates, Josiah, Dewsbury, York, Broker. Pet April 26. Leeds, May 18 at 21. Clough, Huddersfield, and Bond & Barwick, Leeds.

O'Donnell, Neal, Wellington, Salop, Shoemaker. Pet April 26. Wellington, May 13 at 12. Taylor, Wellington.

Pearson, Humphrey, Golcar, nr Huddersfield, Cloth Manufacturer. Pet April 26. Leeds, May 18 at 11. Dransfield, Huddersfield, and Bond & Barwick, Leeds.

Protheroe, John Morris, Beaufort, Brecon, Coal Agent. Pet April 25. Tredegar, May 20 at 2. Simons & Plews, Merthyr Tydfil.

Scarborough, Jas, Birkenhead, Gasfitter. Pet April 26. Lpool, May 13 at 11. Harris, Lpool

Scarlett, Wm, Hanley, Stafford, Chemist. Pet April 26. Birm, May 11 at 12. Challinor, Hanley.

Semmence, Wm, Wymondham, Wood Turner. Pet April 25. Wymondham, May 13 at 2. Sadd, jun, Norwich.

Smith, Danl, Wolverhampton, Fishmonger. Pet April 8. Wolverhampton, May 9 at 12. Walker, Wolverhampton.

Southan, Chas, Bewdley, Carrier. Pet April 27. Kidderminster, May 14 at 10. Burbury, Bewdley.

Stainton, Wm, Birm, Journeyman Machinist. Pet April 22. Birm, June 6 at 11. Farry, Birm.

Stead, Boswell Middleton, Kingston-upon-Hull, Merchant. Pet April 27. Leeds, May 11 at 12. Bell, Hull.

Volans, Wm, York, Draper's Assistant. Pet April 25. York, May 11 at 11. Mason, York.

Walker, Lawrence, and Geo Flioot Lyde, Leeds, Cloth Merchants. Pet April 18. Leeds, May 12 at 11. Dibb & Atkinson, Leeds.

Wardle, Robt, Bishopwearmouth, Durham, Engine Fitter. Pet April 26. Sunderland, May 17 at 3. Robinson, Sunderland.

Watkins, Jas, Hereford, Builder. Pet April 23. Hereford, May 23 at 10. Garroid, Hereford.

Weston, John, Kingswinford, Stafford, Puddler. Pet April 26. Stourbridge, May 16 at 10. Maltby, Stourbridge.

Whitehouse, Hy, Kingswinford, Stafford, Engine Fitter. Pet April 26. Stourbridge, May 16 at 10. Frees & Perry, Stourbridge.

Worthington, Wm, jun, Winsford, Chester, Salt Manufacturer. Pet April 28. Lpool, May 13 at 12. Sale & Co, Manch, and Haigh & Deane, Lpool.

BANKRUPTCIES ANNULLED.

FRIDAY, April 29, 1864.

Hartley, Wilson, Old Accrington, Lancaster, Licensed Victualler. April 13.

Scotch Sequestrations.

FRIDAY, April 29, 1864.

Buchanan, Alex Macallister, Glasgow, Warehouseman and General Draper. Seq April 25. Meeting, May 6 at 12, Faculty-hall, St George's-pl, Glasgow.

Cross, John, sen, Airdrie, John Cross, jun, Langriggend Farm, & George Cross, Glasgow, Coalmasters, trading as the Boughrigg Coal Co. Seq April 26. Meeting, May 6 at 12, Royal Hotel, Airdrie.

Macfarlane, Alex, Thornhill, Falkirk. Seq April 25. Meeting, May 9 at 11, Red Lion Hotel, Falkirk.

Rennie, Alex, Aberdeen, Slater. Seq April 25. Meeting, May 7 at 11, Douglass' Hotel, Aberdeen.

Ritchie, Robt, Gallowgate-st, Glasgow, Baker. Seq April 27. Meeting, May 9 at 12, Faculty-hall, St George's-pl, Glasgow.

ESTATE EXCHANGE REPORT.

AT THE MART.

May 3.—By Messrs. CHINNOCK, GALSWORTHY & CHINNOCK.

Absolute reversion to the sum of £2,000, receivable on the death of a lady aged 66 years—Sold for £1,310.

Absolute reversion to one moiety of £10,450, invested on mortgage of real estate, receivable on the decease of a lady aged 63 years—Sold for £1,100.

Contingent reversion to one-eleventh part of the following properties—viz., £3,235 5s. 1d. Consols; £4,089 19s. 10d. New 3 per Cents.; £1,025 6 per Cent. Brighton and South Coast Railway Stock; £462 Consols; 47 shares in the Northern and Eastern Railway Company, valued at £4,000; also three-sevenths of freehold cornmill, messuages, and cottages at Llanegrin, Merionethshire, producing about £230 per annum; three-sevenths of tithe rent-charge, apportioned at £322 per annum; a farm at Hilgay, Norfolk, let at £75 per annum; moiety of land at Castle Donnington, let at £29 per annum, expectant on the death or second marriage of a lady aged 67 years, if a gentleman aged 26 years be then living—Sold for £600.

Absolute reversion to two one-fifth parts of £1,000 Consols, expectant on the decease of a lady aged 68 years—Sold for £200.

Absolute reversion to one-fifth part of £1,000 Consols, expectant on the decease of a lady aged 68 years—Sold for £105.

Absolute reversion to one-sixth part of £2,900 sterling, expectant on the decease of a lady aged 68 years—Sold for £255.

By Messrs. DEBENHAM & TEWSON.

Plot of freehold building land, situate at Bromley, Kent, containing 3r. 1p.—Sold for £490.

Plot of freehold building land, situate at Bromley, Kent, containing 2 roods—Sold for £310.

Plot of freehold building land, situate at Bromley, Kent, containing 1 acre—Sold for £510.

Plot of freehold building land, situate at Bromley, Kent, containing 2 acres—Sold for £800.

Plot of freehold building land, situate at Bromley, Kent, containing 2a. 2r. 5p.—Sold for £1,200.

By Mr. FREDERICK A. MULLETT.

Leasehold residence, being No. 3, Gloucester-square, Hyde-park; held for an unexpired term of 70 years; ground-rent £20 per annum; let for a term expiring in 1865 at £266 15s. per annum—Sold for £5,000.

Leasehold, 2 residences, being Nos. 31 & 31a, Moscow-road, Princess-square, Bayswater; term, 29 years from Michaelmas-day, 1859; ground-rent £38 per annum; producing together £80 10s. per annum—Sold for £160.

AT GARRAWAY'S.

April 29.—By Messrs. DEBENHAM, STORR, & SONS.

Freehold house, with garden-grounds, vinery, orange-house, conservatory, &c., situate at Whipp's Cross, Walthamstow, Essex—Sold for £3,220.

May 2.—By Mr. J. J. ORGILL.

Lease and goodwill of the King Henry the Eighth public-house, situate and being No. 54, High-street, Lambeth; term, 14 years from Lady-day last; ground-rent £64 per annum—Sold for £1,400.

Lease and goodwill of the Montague Arms public-house, situate and being in Queen's-road, Peckham, together with a leasehold messuage and tenement, being No. 1, Devonshire-place, Kender-street—Sold for £2,310.

By Messrs. BLAKE.

Freehold building land, situate in St. James's-road, Croydon, containing about 10a. 1r. 30p—Sold for £8,120.

Freehold residence, situate opposite Woodside-green, Croydon—Sold for £580.

REGISTERED INDEFEASIBLE TITLE.

The first sale offering the opportunity of buying land with a title under Lord Westbury's Act, was held at the Mart on Tuesday last, by Messrs. Debenham & Tewson. The sale consisted of sixteen lots of building land, forming a "further portion" of the Shortlands Estate, near Bromley, Kent. Five lots were disposed of (the rest being bought in), which realised from £400 to £620 per acre, the average being nearly £500 per acre. We are informed that at last year's sale of a portion of the same estate, the average price did not exceed £350 per acre.

SOLICITORS' BENEVOLENT ASSOCIATION.

FOR THE RELIEF OF POOR AND NECESSITOUS ATTORNEYS, SOLICITORS, AND PROCTORS, THROUGHOUT ENGLAND AND WALES, AND THEIR WIVES, WIDOWS, AND FAMILIES.

INSTITUTED 1858.

Trustees.

JOHN HOPE SHAW, Leeds. | JAMES ANDERTON, London.
EDWARD BANNER, Liverpool. | WILLIAM STRICKLAND COOKSON, London.

The DIRECTORS have the pleasure to announce that the **FOURTH PUBLIC DINNER** in aid of the Funds of the Association, will take place on Tuesday, the 7th of June next, at the Freemasons' Tavern, Great Queen-street, London,

THE LORD CHIEF JUSTICE OF ENGLAND, in the Chair.

The following STEWARDS *will be happy to receive Contributions for announcement at the Dinner :—*

JAMES ANDERTON, Esq., London.
THOMAS AVISON, Esq., Liverpool.
EDWIN BALL, Esq., Pershore.
WILLIAM BARTLETT, Esq., Liverpool.
THOMAS BEARD, Esq., London.
RICHARD ELIAS BISHOP, Esq., Torquay.
THOMAS HOLME BOWER, Esq., London.
ALFRED RHODES BRISTOW, Esq., London.
DUGALD EDWARD CAMERON, Esq., London.
RICHARD CAPARN, Esq., Holbeach.
GEO. FREDK. CARNELL, Esq., Sevenoaks.
T. FEARNCOMBE CHORLEY, Esq., London.
CHARLES STEWART CLARKE, Esq., Bristol.
WM. STRICKLAND COOKSON, Esq., London.
WILLIAM JOHN COWPER, Esq., Newbury.
WM. CHAS. CRIPPS, Esq., Tunbridge Wells.
JOSEPH DODDS, Esq., Stockton-upon-Tees.
JAS. ANNESLEY DORANT, Esq., St. Albans.
WILLIAM EVANS, Esq., Birmingham.
PETER ELLIS EYTON, Esq., Flint.
JOHN ELLIOTT FOX, Esq., London.
ALFRED ASHLEY GAITSKELL, Esq., London.
THOMAS HARRISON, Esq., London.
ALEXANDER HART, Esq., Dorking.
EDWIN HEDGER, Esq., London.
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Dinner Tickets, One Guinea each (available for Professional or non-professional friends) may be obtained at the Offices of the Association or at the Freemasons' Tavern. Dinner on Table at half-past six o'clock precisely.

(By order of the Board,)

Offices of the Association, 9, Clifford's-inn, London, E.C. THOMAS EIFFE, *Secretary.*

Donors of TEN GUINEAS (or upwards) are constituted LIFE MEMBERS of the Association. Subscribers of ONE GUINEA a-year (or upwards) are constituted ANNUAL MEMBERS.

BANKERS—THE UNION BANK OF LONDON, TEMPLE BAR BRANCH.

Norfolk.—Two superior Freehold Farms, with newly erected model Homesteads and Nine Labourers' Cottages. Two Enclosures of Pasture Land, and a small compact Farm, situate in the parishes of Colkirk and Gateley, Horningtoft, and Oxwick, together with a very desirable small Farm at Weasenham; the whole embracing an area of about 690 acres, and to which extensive common rights are attached.

MESSRS. BEADEL are instructed to SELL by AUCTION, at the MART, Bartholomew-lane, London, on TUESDAY, the 17th of MAY, the following desirable PROPERTIES—viz., Colkirk Farm, situate about 2½ miles from the railway station and market town of Fakenham: comprising a dwelling-house, a newly-erected homestead—a model in construction and arrangement,—four labourers' cottages, and 297 acres of sound arable and pasture land, in the occupation of Mr. Thos. Goggs. The Hill Farm, situate nearly adjoining, comprises a similar homestead to the above, five labourers' cottages, and 230 acres of arable and pasture land, in the occupation of Mr. Thomas Chambers, jun. Two Enclosures of Pasture Land, adjoining the Hill Farm, containing 49 acres, in the occupation of Miss Chambers. A Compact small Farm, situate a short distance from the above, containing 73 acres, in the occupation of Mr. Yaxley. A very desirable small Property, containing 39 acres of superior arable and pasture land, situate in the parish of and abutting upon Weasenham-green, in the occupation of Mr. William Ward.

Further particulars may be obtained of Messrs. SIMPSON & DIMOND, No. 10, Henrietta-street, Cavendish-square, W.; and of Messrs. BEADEL, No. 25, Gresham-street, E.C.

Preliminary Announcement.—In the West Riding of Yorkshire.—The very important Residential Estate known as Aketon Hall, with the valuable Manors or reputed Manors of Aketon, otherwise Acton and Featherstone, situate in the parish of Featherstone, and abutting upon the Featherstone Station, midway between Castleford and Pontefract; comprising a mansion, surrounded by a demain of about 1,125 acres of very superior land, divided into convenient farms, with numerous labourers' cottages and plots of accommodation land.

MESSRS. BEADEL are instructed to prepare for SALE by AUCTION (unless an acceptable offer be previously made by private contract) the above very desirable FREEHOLD ESTATE (land-tax redeemed), situate in the West Riding of Yorkshire, only two miles from Pontefract, and three from Castleford, skirted on one side by the Lancashire and Yorkshire Railway, and on the other by the North Midland; consisting of a commodious stone-built mansion, surrounded by several productive farms, with residences, ample agricultural buildings, numerous labourers' cottages, and plots of accommodation land. The estate abounds throughout in coal, and there are also excellent stone quarries upon the property. Further particulars will appear.

25, Gresham-street, London, E.C.

Huntingdonshire.—The extensive and very important Manor of Holywell-cum-Needingworth, with the valuable Rights, Royalties, Minerals, Courts Leet, Courts Baron, Rents, Fines, Suits, Services, Amerciaments, Privileges, and incidents thereto belonging.

MESSRS. BEADEL are instructed to SELL by AUCTION, at the MART, Bartholomew-lane, London, on TUESDAY, the 17th day of MAY, the above very valuable MANOR or LORDSHIP, situate in the county of Huntingdon, about 2 miles from St. Ives, and 4 miles from Fenny Stanton. The copyhold tenements held of the Manor of Holywell extend over 1,628 acres, embracing a large portion of the parish, including numerous houses and other hereditaments, the annual value of which, at a moderate estimate, amounts to nearly £4,000. This property claims the especial attention of solicitors desirous of adopting the powers conferred by the Copyhold Enfranchisement Acts.

Particulars and conditions of sale may be obtained of

Messrs. NICHOLL, BURNETT, & NEWMAN, Solicitors, 18, Carey-street, Lincoln's-inn;

at the MART; and at Messrs. BEADEL'S, 25, Gresham-street, London.

Leasehold Houses and Ground-rents in Burton-crescent, Guildford-street, and Tavistock-square, for occupation and investment.

MR. PHILIP D. TUCKETT is instructed by the executors of the late proprietor to SELL by AUCTION, at the MART, London, on TUESDAY, the 10th day of MAY, at TWELVE, in Four Lots, the superior FAMILY RESIDENCE, with possession, known as 46, Burton-crescent, at the corner of Crescent-place, containing entrance-hall, dining, breakfast, and large double drawing-rooms, 5 bed-rooms, and ample domestic offices. The house and premises, No. 80, Guildford-street, containing large dining and double drawing-rooms, library, study, 6 bed-rooms, and usual offices; let on a repairing lease at £90 per annum; and two improved ground-rents of £10 and £3 15s. per annum, amply secured upon the houses No. 20 and 21, Tavistock-square.

Particulars may be obtained of

Messrs. SYMES & SANDILANDS, Solicitors, 33, Fenchurch-street; or, with orders to view, of Mr. PHILIP D. TUCKETT, Land Agent and Surveyor, 76, Old Broad-street, E.C.

North Devon.—Freehold Residence, known as Glen Burnie House, Bideford, overlooking the River Torridge, and within easy distance of the town, bridge, and railway station of Bideford, standing in its own grounds (upwards of 9 acres), and containing spacious entrance-hall, dining, drawing, and morning-rooms, library, 8 good bed-rooms and dressing-room, capital offices, dairy, &c., coach-house and stabling for 7 horses, farm yard, large walled garden, green-house, and conservatory. This property has never been occupied by anyone but the owner, who built it, and it is ready for immediate occupation. Possession will be given on completion of the purchase. Also a further Plot of Meadow Land, near the above, containing 1a. 2r. 20p., and Five Cottages, with gardens, which have been occupied by the Glen Burnie servants.

MESSRS. DANIEL SMITH, SON, & OAKLEY have received instructions from the proprietor to offer the above FREEHOLD RESIDENCE, &c., for SALE by AUCTION, at the MART, near the Bank of England, on TUESDAY, the 24th MAY, at TWELVE o'clock, in Three Lots.

Particulars, with orders to view, may be obtained of Messrs. DANIEL SMITH, SON, & OAKLEY, Land Agents and Surveyors, 10, Waterloo-place, Pall-mall, S.W.

Berkshire.—Forest-hill.—A first-class Freehold Residential Proeprty, comprising a moderate-sized mansion, standing within well-arranged pleasure grounds, and about 60 acres of land, forming a perfect little park, enclosed by paling, beautifully timbered, and immediately bounded by Windsor Great Park and Forest.

MESSRS. DANIEL SMITH, SON, & OAKLEY have received instructions to SELL by AUCTION, at the MART, near the Bank of England, on TUESDAY, the 24th day of MAY, 1864, at TWELVE o'clock, this most attractive and highly favoured ESTATE, situate in the parish of Clewer, two miles and a half from Windsor town and Railway Stations, three from Ascot racecourse, and 25 from London. The mansion, which stands on the borders of Windsor Forest, and commands a fine view of the Castle and the beautiful neighbourhood of the Royal Domain, is approached by a carriage drive from a neat lodge entrance, and contains lofty entrance-hall, drawing room 36ft. by 17ft., library 23ft. by 17ft., dining-room 32ft. by 22ft., forming together a complete suite of reception-rooms, study or morning-room 23ft. by 12ft., 13 principal and secondary bed-rooms, with three dressing-rooms. The domestic offices are most extensive and complete, and there is good cellarage. Detached are out offices, adapted for every requirement; good stabling and coach-houses, and a complete set of farm premises. The pleasure grounds are tastefully disposed, and contain choice specimens of Abies, Deodara, and flowering shrubs, with some fine old forest timber. The kitchen garden is walled, and contains two vineries. There is an ice-house of admirable construction, also mushroom-house, forcing-pits, &c. The park-land is screened from the high road from Windsor to Winkfield (to which it has an extensive frontage) by a belt of trees and evergreens, and contains an ornamental sheet of water, which forms a pleasing object from the reception-rooms, and abounds with fish. A never-failing supply of water has been secured, regardless of cost. The property is within convenient reach of her Majesty's Staghounds, of his Royal Highness the Prince of Wales's Harriers, and of Mr. Garth's Foxhounds; the kennel of the staghounds being about two miles distant, and that of the harriers about one mile and a half. Possession is offered on completing the purchase.

Particulars, with a plan and view of the mansion, may be obtained of Messrs. HENDERSON & LEACH, Solicitors, 10, Lancaster-pl, Strand; at the White Hart Hotel, Windsor; and of Messrs. DANIEL SMITH, SON, & OAKLEY, Land Agents and Surveyors, 10, Waterloo-place, Pall-mall.

Buckinghamshire, between the market towns of Buckingham and Bicester, about five miles from each; with early possession.

MESSRS. DANIEL SMITH, SON, & OAKLEY have received instructions to offer for SALE by AUCTION, at the WHITE HART HOTEL, BUCKINGHAM, on SATURDAY, MAY 21, at ONE o'clock, a capital DAIRY FARM, freehold and tithe-free, situate in the parish of Barton, known as Barton-hill Farm; comprising a neat farm-house and premises, and about 139 acres of excellent land, principally fine old pasture, well circumstanced with regard to railway accommodation, the dairy and other produce being taken quickly and cheaply to London. The farm is in the occupation of Dr. Clark, a yearly Lady-day tenant, at the low rental of £258 per annum. The neighbourhood is a favourite one for sporting and residential purposes, and the property offers a good opportunity to trustees and others for investment.

Particulars and plans may be had of

SAMUEL CHANDLER, Esq., Solicitor, Basingstoke; of

Messrs. HEARN, NELSON, & HEARN, Solicitors, Buckingham; the White Hart, Buckingham; the King's Arms, Bicester; and of Messrs. DANIEL SMITH, SON, & OAKLEY, Land Agents and Surveyors, 10, Waterloo-place, Pall-mall, S.W.

Freehold Residences.—North Devon.

MESSRS. DANIEL SMITH, SON, & OAKLEY, have received instructions from the Proprietor to offer for SALE by AUCTION, at the MART, near the Bank of England, on TUESDAY, MAY 24, at TWELVE, in Three Lots, the following RESIDENCES—viz., Glen Ville, situate a short distance from Bideford, and its railway-station, nearly adjoining the high road from Bideford to Northam, consisting of an elegant villa residence standing in its own grounds of 2r. 6p. The house contains a dining-room 18ft. square, drawing-room 24ft. by 18ft., and 6 good bed-rooms. It is in the occupation of a yearly tenant. Also, Glen Torr, a most cheerful and substantial villa residence, in the Italian style, overlooking, and on the banks of, the Torridge, and nicely removed from, although near to, Bideford and the railway station. It is situate on an eminence, with a southern aspect, in its own lawns and shrubberies of about 3 acres, and contains entrance-hall, with oak staircase, breakfast parlour, dining-room, drawing-room with bow windows, 6 bed-rooms, bath-room, water-closet, 5 servant's rooms, kitchen, dairy, pantry, larder, cellars, icehouse, and every domestic convenience; four-stalled stable, coach-house, farm-yard; a plentiful supply of water; walled garden, conservatory, &c. It is well-built, and elegantly fitted throughout. Possession may be had on completion of the purchase. Also, York House, a large family residence, adjacent to the town of Bideford, enclosed in a parterre and shrubbery of half an acre; containing large dining room, drawing-room, breakfast-parlour, library, 2 kitchens, cellars, 2 water-closets, 12 bed-rooms, grapery, and large conservatory. It is admirably adapted for a large family or a boarding-school, or it may be divided easily into two houses. Possession of this also may be had on completion of the purchase.

Particulars may be obtained, with orders to view, of Messrs. DANIEL SMITH, SON, & OAKLEY, No. 10, Waterloo-place, Pall-mall, S.W.

ESTATES AND HOUSES, Country and Town Residences, Landed Estates, Investments, Hunting Seats, Fishing and Shooting Quarters, Manors, &c.—JAMES BEAL'S REGISTER of the above, published on the 1st of each month, forwarded per post, or may be had on application at the Office, 209, Piccadilly, W.—Particulars for insertion should be forwarded not later than the 28th of each month.

BROOKS & SCHALLER'S AUCTION SALES of Estates, Houses, Ground-Rents, Reversions, Annuities, Advowsons, &c., will take place at GARRAWAY'S, on the first and last Tuesday of each month; a nominal charge made per lot to include all expenses.

THE INDEX, published Monthly, of Estates, Country and Town Houses, Shootings, &c., to be LET or SOLD, is issued free on application—Auction and Estate Offices, 25, Charles-street, St. James', London.